

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2021

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: a First Amendment to Professional Services Agreement (R2018-1221) with Elite Medical Specialists, LLC, in an amount not to exceed \$60,000, to provide medical director services for the Parks and Recreation Department’s Ocean Rescue Section for the period June 1, 2018 to May 31, 2022, with one (1) one (1) year renewal option remaining.

Summary: On August 30, 2018, the County entered into an agreement (R2018-1221) with Elite Medical Specialists, LLC to provide medical director services for the Parks and Recreation Department’s Ocean Rescue Section for the period June 1, 2018 to May 31, 2021, with two (2) one (1) year renewal options. This First Amendment to the agreement increases the not to exceed amount for the term of the contract from \$45,000 to \$60,000, extends the term to May 31, 2022, and provides for one (1) one (1) year renewal option. Per the Agreement, the Medical Director is paid \$1,250 a month or \$15,000 annually. This rate remains the same. In accordance with County PPM CW-O-051, all delegated agreements 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: 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 agreement R2018-1221, 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 compliance with Chapter 64J-1. Due to the difference in duties and responsibilities between Ocean Rescue personnel and those of a Firefighter, an agreement with a Medical Director specific to Ocean Rescue Lifeguards is required.

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: First Amendment to the Professional Service Agreement

Recommended by: 
Department Director

7-21-21
Date

Approved by: 
Assistant County Administrator

8/11/2021
Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>5,000</u>	<u>10,000</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>5,000</u>	<u>10,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Does this item include use of federal funds? Yes _____ No X

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

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

The financial impact will be monthly expenditures of \$1,250, for a total agreement amount of \$15,000 for agreement period June 1, 2021 to May 31, 2022.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 7/26/21
 OFMB [Signature] 7/26/21
 [Signature] 7/26/21
[Signature] 8/10/21
 Contract Development & Control
 8/10-21 TW

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT, is made and entered into on June 1, 2021 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Elite Medical Specialists, LLC., hereinafter referred to as "CONTRACTOR", whose Federal I.D. number is 65-0931848.

WITNESSETH:

WHEREAS, on May 30, 2018, COUNTY and CONTRACTOR entered into an Agreement (R2018-1221) for providing professional services as Medical Director for the Palm Beach County Parks and Recreation Department Aquatics Division's Ocean Rescue Section; hereinafter referred to as the "Agreement"; and

WHEREAS the parties desire to renew the Agreement for the period June 1, 2021 through May 31, 2022, with one (1) one (1) year option for renewal remaining; and

WHEREAS, COUNTY and CONTRACTOR desire to amend Article 5, Article 19, Article 20 and Article 30 of the Agreement; and.

WHEREAS, COUNTY and CONTRACTOR desire to add Article 34, Counterparts and Article 35, E-Verify provisions to the Agreement.

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

1. **ARTICLE 2 – APPOINTMENT AND REPLACEMENT OF CONTRACTOR** is hereby deleted in its entirety and replaced with the following:

The CONTRACTOR shall provide a licensed medical physician acceptable to the County to perform as Medical Director. The County's Aquatics Division Director 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.

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, D.O. FACOEP as the County's Medical Director for the Palm Beach County Parks and Recreation

Department Aquatics Division's Ocean Rescue Section, and to perform the services and duties outlined in the Agreement between County and Contractor.

2. ARTICLE 3 – SCHEDULE is hereby deleted in its entirety and replaced with the following:

The Contractor shall commence services on June 1, 2018 and complete all services by May 31, 2022. This Agreement may be renewed on the same terms and conditions set forth herein for one (1) additional one (1) year period by written agreement of the parties.

3. ARTICLE 5 – PAYMENTS TO CONTRACTOR, SECTION A is hereby deleted in its entirety and replaced with the following:

- 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 Sixty Thousand Dollars (\$60,000), of which Forty Five Thousand Dollars (\$45,000) shall be paid during the period June 1, 2018 through May 31, 2021 and Fifteen Thousand Dollars (\$15,000) shall be paid during the period, June 1, 2021 through May 31, 2022.

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 monthly basis in the amount of One Thousand Two Hundred Fifty Dollar (\$1,250). 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.

In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvss0.co.palm-beach.fl.us/webapp/vss0/AltSelfService>. If CONTRACTOR intends to use subcontractors, CONTRACTOR must also ensure that all subcontractors are registered as contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors are registered in VSS.

4. ARTICLE 19 – ACCESS AND AUDITS is hereby deleted in its entirety and replaced with the follows:

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for

the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

5. ARTICLE 20 – NONDISCRIMINATION is hereby deleted in its entirety and replaced with the 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 CONTRACTOR 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

6. ARTICLE 30 – CRIMINAL HISTORY RECORDS CHECK is hereby deleted in its entirety and replaced with the follows:

The CONTRACTOR, CONTRACTOR's employees, subcontractors of the CONTRACTOR 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 Resolutions R2013-1470 and R2015-0572, as amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR 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 above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR 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 CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR 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 CONTRACTOR 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 34 – COUNTERPARTS is hereby added as follows:

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

8. ARTICLE 35 – E-VERIFY is hereby added as follows:

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

9. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.


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IN WITNESS WHEREOF, the Director of Purchasing on behalf of the Board of County Commissioners of Palm Beach County and the Contractor have executed this First Amendment as of the date first written above.


PALM BEACH COUNTY FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS:

By:  6/1/2021
Signature Date
Kathleen M. Scarlett, Director
Palm Beach County Director of Purchasing

WITNESS

 5-28-21
Signature Date
John - CO
Print

CONTRACTOR – Elite Medical Specialists, LLC

By:  May 28, 2021
Signature Date
Kenneth A Scheppke MD FAEMS
Print
President
Title


APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney

Anne Helfant
Signature Date
Digitally signed by Anne Helfant
DN: cn=Anne Helfant, o=Palm Beach County, ou=County Attorney, email=ahelfant@pbcgov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2021.05.28 12:27:19-0400
Form PhantomPDF Version: 10.1.0

APPROVED AS TO TERMS & CONDITIONS:

Department Director

 5/28/21
Signature Date

APPROVED AS TO TERMS & CONDITIONS:

Division Director

 5-28-21
Signature Date