

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 12, 2022

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 Second Amendment to Professional Services Agreement (R2018-1221) with Elite Medical Specialists, LLC, in an amount not to exceed \$75,000, to provide medical director services for the Parks and Recreation Department's Ocean Rescue Section for the period June 1, 2018 to May 31, 2023.

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 of June 1, 2018 to May 31, 2021, with two (2) one (1) year renewal options. The First Amendment (R2021-1110) to the agreement increased the not to exceed amount for the term of the contract from \$45,000 to \$60,000 and extended the term to May 31, 2022. This Second Amendment to the agreement increases the not to exceed amount for the term of the contract from \$60,000 to \$75,000 and extends the term to May 31, 2023. There are no renewal options remaining. Per the Agreement, the Medical Director is to be 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 Amendment 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: Second Amendment to the Professional Service Agreement

Recommended by:

Jennifer G. Ceillo
Department Director

6/12/2022
Date

Approved by:

David M. Mills
Assistant County Administrator

7/6/2022
Date

II. FISCAL IMPACT ANALYSIS

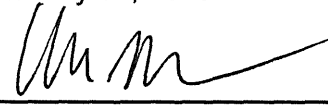
Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
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	<u>X</u>	No
Does this item include use of federal funds?			Yes	_____	No <u>X</u>

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

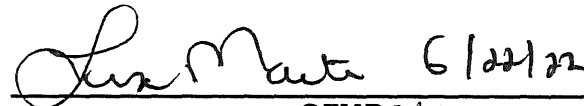
B. Recommended Sources of Funds/Summary of Fiscal Impact:


The financial impact will be monthly expenditures of \$1,250, for a total agreement amount of \$15,000 for agreement period June 1, 2022 to May 31, 2023.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 6/22/22
 OFMB # 6-22-22 *for review as per 6/22/22*

 6/30/22
 Contract Development & Control
 6-30-22 TW

B. Legal Sufficiency:

 7/5/22
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT, is made and entered into on May 9, 2022, 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 First Amendment to the Agreement dated June 1, 2021, (R2021-1110) extended the Agreement through May 31, 2022 and updated various County provisions; and

WHEREAS, the parties desire to renew the Agreement for the period June 1, 2022 through May 31, 2023, with no renewal options remaining; and

WHEREAS, COUNTY and CONTRACTOR desire to amend Article 3 and Article 5 of the Agreement by increasing the not to exceed Agreement amount by \$15,000; and

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

1. 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, 2023, with no renewal options remaining.

2. 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 Seventy Five Thousand Dollars (\$75,000), of which Sixty Thousand Dollars shall be paid during the period June 1, 2018 through May 31, 2022 and Fifteen Thousand Dollars (\$15,000) shall be paid during the period, June 1, 2022 through May 31, 2023.

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://pbcvssp.co.palm-beach.fl.us/webapp/vssp/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.

3. 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, COUNTY and CONTRACTOR have executed this Second Amendment as of the date first written above.

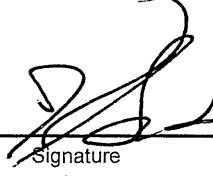
PALM BEACH COUNTY FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS:

By:  5/9/2022
Signature Date
Samara Cooper, Assistant Director
Palm Beach County Purchasing

WITNESS

CONTRACTOR – Elite Medical Specialists, LLC

 4/20/2022
Signature Date
Nicole Foltz
Print

By:  4/20/22
Signature Date
Kenneth Scheppeke MD
Print
President
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS & CONDITIONS:

County Attorney

Department Director

 4/27/22
Signature Date

 4/29/22
 Signature Date