

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date:	June 9, 2026	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

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Department: Fire Rescue

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**




- A) A waiver of the competitive solicitation process for professional services to be performed by Elite Medical Specialists, LLC (contractor), based upon the contractor's prior knowledge and demonstrated expertise in Medical Director Services for Palm Beach County Fire Rescue from 2021 through 2026; and
- B) a Contract for Medical Director Services with Elite Medical Specialists, LLC for a retroactive period of June 1, 2026 through May 31, 2031 with a not to exceed total contract amount of \$1,782,471 for the total contract term value.

**Summary:** The current Fire Rescue Medical Director Services Contract with Elite Medical Specialists, LLC (R2021-1843) as renewed by First amendment (R2024-1522) and Second amendment (R2025-1605) is set to expire on December 31, 2026. The Ocean Rescue Medical Director Services contract with Elite Medical Specialists, LLC (R2023-0687) expired May 31, 2026. The new contract terminates and replaces both of the prior agreements. The new contract which provides the terms and conditions under which Elite Medical Specialists, LLC provides medical director services to Palm Beach County Fire Rescue (PBCFR) includes Medical Director services for Fire Rescue Ocean Rescue as part of PBCFR. The parties desire for PBCFR to continue receiving the services provided by Elite Medical Specialists LLC, which include the requirements for additional physicians to serve as Associate Medical Directors whose services include training classes to the Paramedics and EMT's, time spent in the field for supervision/observation of skill levels, and availability of 24-hour emergency consultation. Staff is recommending approval of a waiver of the competitive solicitation process for professional services as authorized by Section 2-54(h) of the purchasing code in order to formerly contract with the contractor, which specializes in Medical Director services for Fire Rescue agencies. The County Administrator recommends waiver under Palm Beach County Code Section 2-54(h) and approval of the contract with the Contractor given the following circumstances. The contractor is specially qualified in that it has contracted with the County since 2021 providing 24/7 Medical Director services including being responsible for approving all clinical protocols and ensuring the department is properly educated on how to implement them. **Continued on Page 3**

**Background and Policy Issues: Continued on Page 3.**

**Attachments**

- 1. Contract for Medical Director Services
- 2. Disclosure of Ownership Interests

<b>Recommended by:</b>		5-14-2026
	Assistant Fire Chief	Date
<b>Approved by:</b>		5-14-2026
	Fire Rescue Administrator	Date
<b>Approved by:</b>		6/9/26
	Deputy County Administrator	Date



**Summary: Continued from Page 1.** Over the five (5)-year period from 2021 through 2026, the Medical Director team has conducted weekly ride times with EMS Captains, as well as intentionally trained and mentored EMS Captains to function as clinical leaders operating under their supervision. This consistent, hands-on collaboration has expanded their knowledge base in prehospital medicine, strengthened protocol compliance, and enhanced real-time clinical decision-making in the field. Additionally, there are current protocol-specific initiatives underway under the existing Medical Director's contract. A change in Medical Director during active research and protocol rollout could compromise the integrity, consistency, and long-term viability of these initiatives. Operationally, a transition in Medical Director can temporarily disrupt service delivery. Training requirements pull frontline personnel out of service for classroom and skills education, requiring staffing adjustments and careful coordination to maintain response readiness. More importantly, a disruption caused by transitioning to a new provider would effectively reset years of structured education, mentorship, clinical development, and research collaboration that have been intentionally built into PBCFR's EMS leadership model. The new Contract also includes the addition of Medical Director Services relating to Urban Search and Rescue (USAR), and requires Associate Medical Directors who are qualified to potentially serve as Medical Team Manager on an USAR Type III Task Force, which would require a separate contract. The current Medical Director and Associate Medical Directors are already trained, regularly work with the PBCFR USAR team, and have invested significant time in training and operational integration. Continuing to use the current Medical Director avoids removing a new provider from their existing responsibilities to complete the required USAR training under the Contract. **Countywide (SB)**

**Background and Policy Issues:** State law requires PBCFR, as an Emergency Medical Services Provider, to employ or contract with a Medical Director who is a Florida licensed Doctor of Medicine or Doctor of Osteopathic Medicine and meets all criteria of Chapter 401, Florida Statutes, and the Rules of the Department of Health, Chapter 64J-1, F.A.C.. Palm Beach County Code Section 2-54(h) provides that the BCC may waive the requirements for competitive selection and approve contractor services upon recommendation of the County Administrator. Given the circumstances presented, the County Administrator recommends waiver under Palm Beach County Code Section 2-54(h) and approval of the Contract with the Contractor.

## CONTRACT FOR MEDICAL DIRECTOR SERVICES

This Contract is made as of June 9, 2026, 2026, 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, a limited liability corporation authorized to do business in the State of Florida, hereinafter referred to as the Medical Director or Contractor, whose Federal I.D. is 65-0931848.

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

### ARTICLE 1 - SERVICES

The Contractor's responsibility under this Contract is to provide Medical Director Services to Palm Beach County Fire Rescue in accordance with the terms and conditions of this Contract, including the following exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

Exhibit C: Nongovernmental Entity Human Trafficking Affidavit

Exhibit D: Business Associate Agreement

The County's representative / liaison during the performance of this Contract shall be Patrick J. Kennedy, Fire Rescue Administrator, telephone no. 561-616-7000, or designee.

The Contractor's representative / liaison during the performance of this Contract shall be Kenneth A. Schepke, MD, FAEMS, Authorized Member, telephone no. 561-436-2291.

### ARTICLE 2 – TERM OF CONTRACT; AND TERMINATION OF PRIOR CONTRACTS

The Contractor shall commence services on June 1, 2026 and complete all services by May 31, 2031. Upon the date that services commence under this Contract, the following two contracts between the parties shall be terminated upon the mutual desire of the parties: Contract for Medical Director Services (R 2021-1843) dated December 7, 2021, as renewed by the First Amendment (R2024-1522) dated November 5, 2024 and the Second Amendment (R2025-1605) dated November 4, 2025; and Professional Services Agreement for Parks and Recreation Department/Aquatics Division Contractor Services (R 2023-0687) dated May 16, 2023.

### ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. **Amount.** 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 contract amount of One Million, Seven Hundred Eighty-Two Thousand, Four Hundred and Seventy-One Dollars (\$1,782,471.00). The Contractor will bill

the County on a monthly basis, no later than the 15<sup>th</sup> of the following month or as otherwise provided, in equal increments at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work.

The MEDICAL DIRECTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached.

- B. Invoices.** Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the Finance Department's receipt of a proper invoice, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.
- C. Expenses.** "Out-of-pocket" expenses will be reimbursed up to an total amount not to exceed Fifty Thousand Dollars (\$50,000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.
- D. Contract Closeout Period.** Contractor shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Contractor's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Contractor after the expiration or termination of the contract.
- 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 shall constitute Contractor's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the Contractor.
- F. VSS Registration Required.** 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.pbc.gov>. If Contractor intends to use sub-Contractors, Contractor must also ensure that all sub-Contractors are registered as Contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-Contractor 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.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract 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 Contract are accurate, complete and current as of the date of the Contract 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 Contractors. The County shall exercise its rights under this article within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the Contractor upon sixty (60) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the Contractor. It may also be terminated, in whole or in part, by the County, with cause upon five (5) business days' written notice to the Contractor or without cause upon ten (10) business days' written notice to the Contractor.

Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, 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 6 - PERSONNEL**

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

All of the services required under this Contract 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.

Any changes or substitutions in the Contractor's key personnel, as may be listed in **Exhibit A**, must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

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 Associate Medical Director(s)), while on County premises, will comply with all County requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Contractor is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County.

#### **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 Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

## ARTICLE 10 - INSURANCE

The Contractor shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Contractor agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Professional Liability:** Contractor shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Contractor warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Contractor shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- B. **Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.
- C. **Waiver of Subrogation:** Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- D. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout

the term of this Contract, the Contractor shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Fire Rescue

405 Pike Rd.

West Palm Beach, FL 33411

- E. Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.
- F. Contractor shall ensure that all Associate Medical Director(s) also meet the insurance requirements in this Article including the same levels of coverage.**

#### **ARTICLE 11 - INDEMNIFICATION**

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 Contractor's performance of the terms of this Contract or due to the acts or omissions of Contractor, including but not limited to its employees, agents, subcontractors, Associate Medical Directors and back-up physicians.

This article shall survive termination or expiration of this Contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

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.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the County and/or Contractor.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no 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, as may be amended. The Contractor further represents that no person having any such conflict of interest shall be employed 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 judgement 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 Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Contractor's request, the County shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised

accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Contract.

**ARTICLE 17 - 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 Contract.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, 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 court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract 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.

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 Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract 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 perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

**ARTICLE 19 - 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 Contract 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 Contract.

**ARTICLE 20 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 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, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

**ARTICLE 21 - NONDISCRIMINATION**

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 R2025-0748, 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, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor 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 Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, 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. Contractor shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 25 - 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 Contract.

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 a Contract 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 on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Patrick J. Kennedy  
Fire Rescue Administrator  
Palm Beach County Fire Rescue  
405 Pike Rd.  
West Palm Beach, FL 33411

If sent to the Contractor, notices shall be addressed to:

Kenneth A. Schepke, MD, FAEMS  
Elite Medical Specialists, LLC  
P.O. Box 2764  
Jupiter, FL 33468

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" article of this Contract.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The Contractor, Contractor's employees, subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be 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 sections 2-371 - 2-377, as may be 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.

#### **ARTICLE 29 - 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 30 - SCRUTINIZED COMPANIES**

**A.** As provided in section 287.135, Florida Statutes, as may be amended, 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

**B. When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

**ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Contractor shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. 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, 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, Florida Statutes, 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.
- 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/liason, on behalf of the County's Custodian of Public Records, 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 of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**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 E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 32 - COUNTERPARTS**

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

**ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

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 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 Contract are registered with the E-Verify System, and 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)(f), 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 Contract which requires a longer retention period.

County shall terminate this Contract 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 Contract 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 Contract 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.

**ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

**ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT**

Contractor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

**ARTICLE 36 - DIGITAL ACCESSIBILITY COMPLIANCE**

Contractor acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Contractor represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Contractor shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Contractor shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Contractor shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Contractor shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the Contractor has made and executed this Contract on behalf of the Contractor.

**ATTEST:**  
**MICHAEL A. CARUSO,**  
**CLERK & COMPTROLLER**

**PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND  
AND CONDITIONS**

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Fire Rescue

By: \_\_\_\_\_  
County Attorney

**WITNESS:**

**CONTRACTOR:**

Elite Medical Specialists, LLC  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Meghan Parnell  
Name (type or print)

Kenneth A. Scheppke, MD, FAEMS  
Name (type or print)

Authorized Member  
Title

## CONTRACT EXHIBIT A

### SCOPE OF WORK

The MEDICAL DIRECTOR shall provide comprehensive Fire Rescue Department medical director services for Palm Beach County Fire Rescue, including for the following services: Advanced Life Support (ALS) , Basic Life Support (BLS), ALS and BLS transport, Aeromedical, Ocean Rescue Lifeguards, Urban Search and Rescue (USAR), and Mobile Integrated Healthcare (MIH).

Key Personnel: Kenneth A. Schepke, MD. is designated as the Medical Director for Palm Beach County Fire Rescue at all given times in accordance with Section 401.265, Florida Statutes, and to perform the MEDICAL DIRECTOR services hereunder.

The following shall outline responsibilities of the MEDICAL DIRECTOR. This does not limit duties to the following requirements, which may be subject to revision/addition/deletion upon written agreement by both parties. When this document refers to a County individual/position taking or approving an action, it shall include their designee.

1. The MEDICAL DIRECTOR at all times 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. The MEDICAL DIRECTOR shall provide comprehensive medical director and medical control services to Palm Beach County Fire Rescue. The MEDICAL DIRECTOR shall perform all services required of a medical director, and assume all legal duties and responsibilities of a medical director, as provided for by Section 401.265, Florida Statutes, Chapter 64J-1 F.A.C., and any other applicable laws, rules and regulations, and any other duties upon written notice from the Florida Department of Health that such additional duties are required of a medical director, all as may be amended from time to time. The MEDICAL DIRECTOR shall provide all labor, materials, supplies and equipment necessary to provide the required services.
2. As required by Section 401.265 Florida Statutes and Rule 64J-1.004, F.A.C., the MEDICAL DIRECTOR shall at all times supervise and assume direct responsibility for the medical performance of all Emergency Medical Technicians (EMTs), Paramedics, Ocean Rescue

Lifeguards, USAR personnel and MIH personnel operating for Palm Beach County Fire Rescue, including both ground and aeromedical personnel.

3. The MEDICAL DIRECTOR shall be knowledgeable of the standards as set by the National Fire Protection Association Standard 1581: Standard on Fire Rescue Department Infection Control.
4. The MEDICAL DIRECTOR shall have a working knowledge of the Incident Command System and participate in the development and ongoing review of Dispatch Protocols followed by Palm Beach County Fire Rescue. The MEDICAL DIRECTOR shall have a period of one (1) year to obtain NIMS IS-100, IS-200, IS-700, and IS-800 to meet NIMS compliance.
5. The MEDICAL DIRECTOR shall develop, review and authorize use of ALS, BLS, ALS and BLS pre-hospital transport, Aeromedical, interfacility transfer, USAR, Ocean Rescue Lifeguards and MIH protocols that allow personnel to properly manage medical emergencies, which must be consistent with Chapter 401, Florida Statutes, and Chapter 64J-1, F.A.C., as applicable and as may be amended from time to time, and any other applicable laws, rules and regulations. Such protocols shall be specific in nature and shall provide for managing immediately life-threatening medical emergencies.
6. At the County's request, the MEDICAL DIRECTOR shall develop, assist in the development, and review any other protocols, policies and procedures as they relate to emergency medical service personnel and the delivery of Emergency Medical Services.
7. The MEDICAL DIRECTOR shall be required to attend quarterly meetings with EMS Captains, at a location designated by the County and as coordinated by the Division Chief of Medical Services. Medical Services Division staff will assist in the logistical components of these quarterly-based meetings.
8. The MEDICAL DIRECTOR shall be required to attend other meetings, when requested by the County.

9. The MEDICAL DIRECTOR shall meet with Medical Services Division staff, at a location designated by the Division Chief of Medical Services, for a minimum of four (4) non-consecutive hours, one time per week. Meeting agendas will be prepared by the Division Chief of Medical Services. Rotational subject matter for each agenda may include, but not be limited to: CQI (Continuous Quality Improvement), training agenda/implementation, infection control, ePCR/documentation, generalized progress/development and protocol progress/development.
  
10. The MEDICAL DIRECTOR shall participate in ride times with EMS Captains and/or Rescue units for a minimum of thirty-two (32) hours per month, as approved and scheduled by the Division Chief of Medical Services or the Division Chief of Wellness and Engagement. These ride times are intended to evaluate the clinical performance of emergency medical personnel and to maintain a strong, collaborative working relationship with EMTs and Paramedics.

During the scheduled ride times, the MEDICAL DIRECTOR will provide hands-on instruction directly related to real-time call encounters as well as topics aligned with the Medical Services Division's established training agenda.

Associate Medical Directors shall participate in ride times only when requested or approved by Fire Rescue. It will be at the discretion of Fire Rescue to determine when and which Associate Medical Directors are authorized to participate in ride times, ensuring appropriate oversight and alignment with departmental needs and expectations. The ride time hours of Associate Medical Directors shall count towards the minimum thirty-two (32) hours of ride time per month required above.

11. The MEDICAL DIRECTOR shall spend a minimum of eight (8) hours per quarter in the Fire Rescue Communications Center/Alarm Office as observation time for Continuous Quality Improvement purposes and assist with the Emergency Medical Dispatch (EMD) program. The observation time hours of Associate Medical Directors shall count towards the minimum eight (8) hours of observation per month required by this paragraph.

12. The MEDICAL DIRECTOR shall oversee the implementation and maintenance of a comprehensive Continuous Quality Improvement (CQI) Program in accordance with Section 401.265, Florida Statutes, and Rule 64J-1.004, F.A.C. This responsibility includes, but is not limited to, auditing medical reports, consistent with the Continuous Quality Improvement Department Policy, to ensure completeness and accuracy. The CQI Program must encompass all certified personnel, including dispatchers, Paramedics, EMTs, Aeromedical staff, USAR, Ocean Rescue Lifeguards and MIH personnel. In addition, the MEDICAL DIRECTOR shall be responsible for routinely reviewing electronic patient care reports assigned by the Division Chief of Medical Services.
13. The MEDICAL DIRECTOR shall actively and cooperatively participate in the Department's Continuous Quality Improvement Program, including the review and development process.
14. As part of the Continuous Quality Improvement Program, the MEDICAL DIRECTOR shall assist the Department in obtaining patient outcome information from local hospitals.
15. The MEDICAL DIRECTOR shall, upon request of the Medical Services Division, evaluate Palm Beach County Fire Rescue EMT and Paramedic personnel during training exercises or at the conclusion of the Paramedic Development Course (PDC).
16. The MEDICAL DIRECTOR shall review and approve the content of EMS training, including but not limited to Department Advanced Cardiac Life Support (ACLS), Tactical Emergency Casualty Care (TECC), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), Sugar, Temperature, Airway, Blood Pressure, Lab Work and Emotional Support (STABLE) and Pre-Hospital Trauma Life Support (PHTLS) classes, for medical correctness at the request of the Division Chief of Medical Services.
17. The MEDICAL DIRECTOR shall review and approve EMT and Paramedic continuing medical education credit provided by Palm Beach County Fire Rescue at the request of the Division Chief of Training.

18. The MEDICAL DIRECTOR shall be required to attend a minimum of two (2) Equipment/Vendor review sessions annually and participate in the hands-on activities involved in the equipment review process. All equipment review will be determined by Medical Services Division staff. Equipment review is a cooperative initiative through which the MEDICAL DIRECTOR is encouraged to introduce new ideas and equipment for evaluation and discussion.
19. The MEDICAL DIRECTOR shall ensure that appropriate training is provided following any changes in the EMS Protocols or medical equipment implementation or usage.
20. The MEDICAL DIRECTOR shall participate in the development and further education of fire-rescue personnel by bringing in educational components that meet the Medical Services Division's goals.
21. The MEDICAL DIRECTOR shall review and provide written affirmation of recertification training of Palm Beach County Fire-Rescue EMT and Paramedic personnel in accordance with Section 401.2715(3), Florida Statutes.
22. The MEDICAL DIRECTOR shall be required to deliver video training as requested by Medical Services Division to deliver an ongoing connection to the station level regarding the medical direction of the Fire Rescue Department. Video components shall provide a clear and concise explanation of the changes in Protocols, equipment, medications and other operational directives. Subject matter shall be determined by the parties.
23. The MEDICAL DIRECTOR shall participate in the development of the probationary Paramedic program, as well as the EMS portion of the Recruit Academy, on an as-needed basis determined by the Medical Services Division and Training Division. At a minimum, the MEDICAL DIRECTOR shall attend at least one training session with each new Lieutenant Officer Development Academy, EMS Captain Officer Development Academy and Paramedic Development Course (PDC).
24. The MEDICAL DIRECTOR shall be available via radio or telephone communication on a 24 hour a day, 7 days per week basis for online medical control. Notwithstanding anything to the

contrary contained herein, the MEDICAL DIRECTOR may use reasonable discretion in determining whether they need to respond in person to an incident scene.

**25.** It shall be the obligation of the MEDICAL DIRECTOR to contract for the professional services of two (2) or more Associate Medical Director(s) (singularly and collectively referred to herein as "Associate Medical Director" or "Associate Medical Director(s)") for the duration of this Contract and at no additional cost to the COUNTY, to assist the Fire Rescue MEDICAL DIRECTOR in providing medical control for the Fire Rescue Department, and to act as back-up medical director when the MEDICAL DIRECTOR is unavailable. The MEDICAL DIRECTOR can contract with an unlimited number of Associate Medical Directors at his/her own discretion, subject to the approval of the COUNTY'S Fire Rescue Administrator as provided for herein. At least two (2) Associate Medical Directors must be qualified to serve as Medical Team Managers on a USAR Type III Task Force.

**a.** The Associate Medical Director(s) at all times 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, and shall be approved by the COUNTY'S Fire Rescue Administrator prior to being appointed by the MEDICAL DIRECTOR and commencing services. The MEDICAL DIRECTOR shall be responsible for assuring that the Associate Medical Director(s) meets the duties and requirements of the Associate Medical Director(s) as set forth herein.

**b.** Any change in the Associate Medical Director(s) must likewise be approved by the COUNTY'S Fire Rescue Administrator prior to being appointed by the MEDICAL DIRECTOR.

**c.** The Associate Medical Director(s) shall comply with Sections 3, 4, 10, and 11 of this Scope of Work at all times during this Contract, except as otherwise limited herein.

**d.** In addition to the above duties and responsibilities, the MEDICAL DIRECTOR shall appoint the Associate Medical Director(s) to act as back-up medical director when the MEDICAL DIRECTOR is not available. When acting as the back-up medical director,

the Associate Medical Director(s) shall be responsible for providing medical director and medical control services to Palm Beach County Fire Rescue, including supervising and assuming direct responsibility for the medical performance of all EMTs, Paramedics, Ocean Rescue Lifeguards, USAR personnel and MIH personnel operating for Palm Beach County Fire Rescue, including both ground and aeromedical personnel. In addition, when acting as back-up medical director, the Associate Medical Director(s) shall be responsible for the services, duties and obligations set forth in Sections 3 through 24, and 28-30 of this Scope of Work, except as otherwise limited herein.

- e. In addition to the above duties and responsibilities, the MEDICAL DIRECTOR may authorize the Associate Medical Director(s) to assist the MEDICAL DIRECTOR at any time with the duties and responsibilities set forth in Sections 3 through 24, and 28-30 of this Scope of Work except as otherwise limited herein.
- f. The services of the Associate Medical Director(s) shall be in addition to those performed by the MEDICAL DIRECTOR under this Contract and shall not relieve the MEDICAL DIRECTOR of his responsibilities to also perform those duties identified in this Scope of Work, as well as all other duties established by this Contract and any applicable laws and regulations. The Associate Medical Director(s)' performance is intended to supplement the MEDICAL DIRECTOR in providing medical control for the Fire Rescue Department and does not in any way relieve the MEDICAL DIRECTOR of their responsibilities and duties as the Medical Director for Palm Beach County Fire Rescue.
- g. Prior to contracting with the Associate Medical Director(s), the MEDICAL DIRECTOR shall obtain the Fire Rescue Administrator's approval of the contract and any amendments thereto, between the MEDICAL DIRECTOR and the Associate Medical Director(s). All payments to the Associate Medical Director(s) shall be the sole responsibility of the MEDICAL DIRECTOR, and not the COUNTY. The MEDICAL DIRECTOR shall enter into a HIPAA Business Associate Agreement (BAA) with each Associate Medical Director, in accordance and compliance with the HIPAA Privacy and Security Rules and the BAA between the MEDICAL DIRECTOR and the

COUNTY. The MEDICAL DIRECTOR shall provide a copy of its BAA with the Associate Medical Director to the COUNTY.

26. a. When the MEDICAL DIRECTOR and the Associate Medical Director(s) are all unavailable, the MEDICAL DIRECTOR shall appoint a designated back-up physician upon prior approval by the Fire Rescue Administrator. The designated back-up physician is to be used for online medical control services to Palm Beach County Fire Rescue including supervising and assuming direct responsibility for the medical performance of all EMTs, paramedics, Ocean Rescue Lifeguards, USAR personnel and MIH personnel operating for Palm Beach County Fire Rescue, including both ground and aeromedical personnel.

Back-up physicians, when used, 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, and shall be at no additional cost to the COUNTY. The MEDICAL DIRECTOR shall enter into a BAA with back-up physicians, in accordance and compliance with the HIPAA Privacy and Security Rules and the BAA between the MEDICAL DIRECTOR and the COUNTY. The MEDICAL DIRECTOR shall provide a copy of its BAA with the back-up physician to the COUNTY. All payments to the back-up physicians shall be the sole responsibility of the MEDICAL DIRECTOR, and not the COUNTY.

- b. The MEDICAL DIRECTOR will be allowed up to four (4) weeks of vacation, annually, during the term of this Contract, during which time the Associate Medical Director(s) or an approved back-up physician shall be available.

27. The MEDICAL DIRECTOR shall be fully responsible to the COUNTY for the performance of the Associate Medical Director(s) and any back-up physicians. The COUNTY shall look to the MEDICAL DIRECTOR to promptly remedy any deficiency of performance by the Associate Medical Director(s) and any back-up physicians. It is further understood and agreed between the parties to this Contract that all of the legal duties and responsibilities of a medical director as set forth in Chapter 401, Florida Statutes, Rule 64J-1.004 F.A.C., and any other applicable laws and regulations, and all other responsibilities set forth in this Contract, shall remain with the MEDICAL DIRECTOR, who shall be fully and solely responsible to the COUNTY for all

such duties and responsibilities. It is also understood and agreed that the MEDICAL DIRECTOR shall remain solely responsible to the COUNTY for the legal duties, responsibilities and obligations set forth in sections 1 and 2, of this Section and may not utilize the Associate Medical Director(s) or any back-up physician to fulfill these legal duties, responsibilities and obligations.

28. The MEDICAL DIRECTOR shall attend Air Medical Safety Committee Meetings and Trauma Quality Improvement Committee (TQIC) coordinated and scheduled by the Health Care District of Palm Beach County.
29. The MEDICAL DIRECTOR at the request of Fire Rescue Administrator and/or Palm Beach County Human Resources shall be required to assist in the promotional process for EMS Captains and Lieutenants.
30. The MEDICAL DIRECTOR will be responsible for coordinating research initiatives and submitting a minimum of three (3) peer-reviewed articles per year to appropriate journal sites.
31. The County will assign one vehicle for use only by the designated Medical Director named above and Associate Medical Directors for official county business exclusively in performing services under this Contract. The designated Medical Director and Associate Medical Directors must successfully complete an approved Emergency Vehicle Operator Course (EVOC), a driving class provided by the County, submit a completed Driver Authorization Form, and be approved by Risk Management in accordance with County Policy CW-O-004 before operating the vehicle. The designated Medical Director and Associate Medical Directors must comply with County Policy CW-O-004 and any directives from Risk Management. The vehicle is not a take home vehicle and must be returned to a location designated by the County after each authorized use.

**CONTRACT EXHIBIT B**

**SCHEDULE OF PAYMENTS**

The following pricing is all inclusive to provide Medical Director Services to Palm Beach County Fire Rescue, in accordance with the requirements identified in the Scope of Work as defined in **Exhibit A**. Compensation for the services stated herein shall be in accordance with the following Schedule of Payments:

**TOTAL ANNUAL COSTS FOR MEDICAL DIRECTOR SERVICES**  
**(PAID OUT MONTHLY IN EQUAL INCREMENTS)**

YEAR 1	<u>\$325,000</u>
YEAR 2	<u>\$334,750</u>
YEAR 3	<u>\$344,793</u>
YEAR 4	<u>\$358,585</u>
YEAR 5	<u>\$369,343</u>

**TOTAL OUT OF POCKET EXPENSES**  
**(PAID OUT THROUGH REIMBURSEMENT)**

Out of pocket expenses to reimburse the publishing of open access journal articles, not to exceed a total amount of \$50,000.

Exhibit B

**CONTRACT EXHIBIT C**  
**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**  
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Elite Medical Specialists, LLC and attest that Elite Medical Specialists, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

  
(signature of officer or representative)

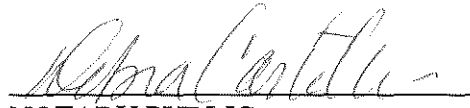
Kenneth Schepke President  
(printed name and title of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization this,  
30th day of April, by 2021.

Personally known  OR produced identification .

Type of identification produced D.L.



NOTARY PUBLIC

My Commission Expires:  
State of Florida at large



Debra Cartelli  
Comm.: HH 504226  
Expires: Mar. 14, 2028  
Notary Public - State of Florida

(Notary Seal)

**CONTRACT EXHIBIT D**  
**Business Associate Agreement**  
**Between Covered Entity and Business Associate**

This Business Associate Agreement ("Agreement") between Palm Beach County, hereinafter referred to as "Covered Entity," and Elite Medical Specialists, LLC, hereinafter referred to as "Business Associate," is executed to ensure that Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology for Economic and Clinical Health Act, as amended and any related regulations (the "HITECH Act").

**A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Conflict.** This Agreement is hereby incorporated into all past, present and future agreements and relationships between Covered Entity and Business Associate pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever. In the event of any conflict between the provisions of any such agreement or relationship and this Agreement, the provisions of this Business Associate Agreement shall prevail.

**B. Obligations of Business Associate**

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report in writing to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security

incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Business Associate's discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the Covered Entity. The Covered Entity shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Business Associate agrees that, if requested by the Covered Entity to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the Covered Entity to make breach notification to affected individuals, Business Associate shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the Covered Entity;

4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
5. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program (if the Covered Entity is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.
12. If Palm Beach County is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers 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 as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the Covered Entity include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity.

**D. Termination**

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COVERED ENTITY**

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

WITNESS:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Tracy Ellison, County HIPAA Privacy Officer/Deputy County Administrator, Through Joseph Abruzzo, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*

WITNESS:

*[Signature]*  
Signature

Meghan Parnell  
Name

**BUSINESS ASSOCIATE**

By: *[Signature]*  
Signature

Kenneth A. Schepke, MD, FAEMS  
Authorized Member

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared Kenneth A Scheppe, by means of  physical presence OR  online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or  the President of Elite Medical Specialists, LLC  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].  
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: PO Box 2764 Jupiter FL 33468

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]  
Kenneth A Scheppe, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of  physical presence OR  online notarization this 18<sup>th</sup> day of May, 2026, by KENNETH A SCHEPPE,  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.



Wendi Mason  
Notary Public  
WENDI MASON  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: AUGUST 11, 2029

