

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 5, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

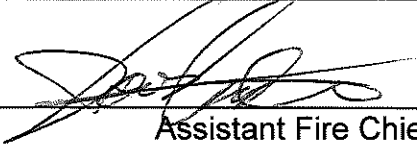

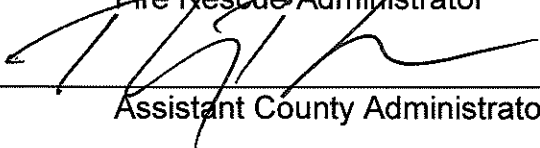
Motion and Title: Staff recommends motion to approve: a First Amendment to Contract for Medical Director Services with Elite Medical Specialists, LLC (R2021-1843) (Contract) to extend the term for one (1) 12-month period beginning January 1, 2025 through December 31, 2025 and to increase the amount of the contract to \$255,000 for the renewal period, with a not to exceed total contract amount of \$992,400.

Summary: The Contract, which provides the terms and conditions under which Elite Medical Specialists, LLC provides medical director services to Palm Beach County Fire Rescue (PBCFR) is set to expire on December 31, 2024. The original contract was approved by the Board of County Commissioners (BCC) on December 7, 2021, R#2021-1843; for a term of three (3) years with two (2) 12-month renewal options. 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 in order to provide increased training classes to the Paramedics and EMT's, an increased level of time spent in the field for supervision/observation of skill levels, and availability of 24-hour emergency consultation. This First Amendment extends the term, increases the Contract amount and updates standard County provisions. Countywide (SB)

Background and Justification: State law requires PBCFR, as an Emergency Medical Services Provider, to contract for medical director services with a Florida licensed Doctor of Medicine or Doctor of Osteopathic Medicine who meets all criteria of Chapter 401, Florida Statutes, and the Rules of the Department of Health, Chapter 64J-1, F.A.C. On December 7, 2021, the Contract was approved for a period of three (3) years with two (2) 12-month renewals at the sole discretion of the County. After approval of this First Amendment, there is one (1) remaining renewal option.

Attachments

1. First Amendment to Contract for Medical Director Services (2)

Recommended by:		10-4-2024
	Assistant Fire Chief	Date
Approved by:		10-4-2024
	Fire Rescue Administrator	Date
Approved by:		10/24/2024
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$191,250	\$63,750	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$191,250	\$63,750	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No _____

Does this item include the use of Federal Funds? Yes _____ No

Does this item include the use of State Funds? Yes _____ No

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

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

Source of funds are from the Fire Rescue Main MSTU.

C. Departmental Fiscal Review: Detalia 9/27/24
for

III. REVIEW COMMENTS

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

Marc C... 10/11/24
OFMB QA 10/11
VS 10/11

Brando Pacheco 10/23/24
Contract Development and Control
MWS. 10/21/24

B. Legal Sufficiency

[Signature] 10/24/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

**FIRST AMENDMENT
TO CONTRACT FOR
MEDICAL DIRECTOR SERVICES
(Contract No. FR2021-01)**

THIS FIRST AMENDMENT, dated November 5, 2024, to Contract No. FR2021-01, dated December 7, 2021, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Elite Medical Specialists, LLC, P.O. Box 2764, Jupiter, Florida 33468, a limited liability corporation authorized to do business in the State of Florida, hereinafter referred to as the "MEDICAL DIRECTOR" or "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated December 7, 2021, hereinafter referred to as the "Contract", whereby the CONTRACTOR is to provide Medical Director Services to the Fire Rescue Department in accordance with Exhibit A, Scope of Work/Services, and Appendix A, CONTRACTOR's proposal dated October 26, 2021, and Exhibit B, Business Associate Agreement; and

WHEREAS, the Contract provided for a three year term expiring December 31, 2024, with two twelve-month renewals at the COUNTY's discretion;

WHEREAS, the parties desire to exercise the first option for renewal of the Contract for the period of January 1, 2025, through December 31, 2025 (First Renewal Period).

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

1. ARTICLE 1 – SERVICES, the second paragraph is hereby amended to read as follows:

The COUNTY's representative/liaison during the performance of this Contract shall be Patrick J. Kennedy, Fire Rescue Administrator, telephone (561) 616-7000.

2. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

The CONTRACTOR shall commence services on January 1, 2022, and complete all services by December 31, 2025, with one (1) remaining Twelve (12) month renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

3. ARTICLE 4 – PAYMENTS TO THE MEDICAL DIRECTOR, the first paragraph of Subsection A is hereby amended to read as follows:

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed an amount of two hundred, fifty-five thousand dollars and no cents (\$255,000) for the First Renewal Period, with a not to exceed total contract amount of nine hundred, ninety-two thousand four hundred dollars and no cents (\$992,400).

4. ARTICLE 26 – SCRUTINIZED COMPANIES is hereby amended to read as follows:

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 Iran Terrorism Sector 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.

5. ARTICLE 28 – NOTICE is hereby amended to read as follows:

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered or sent by 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 MEDICAL DIRECTOR, notices shall be addressed to:

Kenneth A. Scheppke, MD, FAEMS

Elite Medical Specialists, LLC

P.O. Box 2764

Jupiter, FL 33468

6. ARTICLE 33 – COUNTERPARTS is hereby added to read as follows:

This Contract, including any 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.

7. ARTICLE 34 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN is hereby added to read as follows:

Pursuant to section 286.101, Florida Statutes, 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.

8. ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT is hereby added to read as follows:

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 here to and incorporated herein by reference.

9. All other provisions of said Contract, dated December 7, 2021, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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

ATTEST:

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

**JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller**

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO TERMS
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Fire Rescue

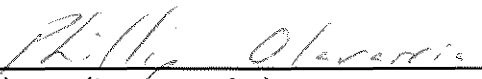
By:  _____
County Attorney

WITNESSES:

CONTRACTOR:

 _____
Signature

Elite Medical Specialists, LLC
Company Name


Name (type or print)

By:  _____
Signature

Signature

Kenneth A. Scheppke, MD, FAEMS
Typed Name

Name (type or print)

Authorized Member
Title

EXHIBIT C
Contract No. FR2021-01

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
(Contractor) and attest that Contractor 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] Kenneth A Schepke MD
(signature of officer or representative) (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, 24th day of SEPTEMBER, by KENNETH A SCHEPPKE.

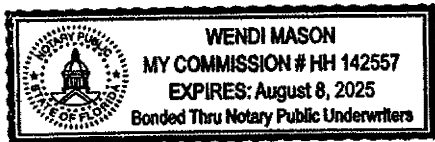
Personally known OR produced identification .

Type of identification produced _____.

Wendi Mason
NOTARY PUBLIC

My Commission Expires: AUGUST 8, 2025

State of Florida at large



(Notary Seal)