

R2022 0375

**SECOND AMENDMENT
TO CONTRACT FOR
FLORIDA CERTIFIED PUBLIC EXPENDITURE PROGRAM FOR
EMERGENCY MEDICAL TRANSPORTATION (PEMT)
(Contract No. 19-020/SS)**

THIS SECOND AMENDMENT, dated APR 26 2022, 2022, to Contract No. 19-020/SS, dated August 20, 2019, 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 Public Consulting Group LLC f/k/a Public Consulting Group, Inc., located at 148 State Street, 10th Floor, Boston, MA 02109, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated August 20, 2019, hereinafter referred to as the "Contract", whereby the CONTRACTOR has agreed to assist the Fire Rescue Department comply with the Florida Certified Public Expenditure Program for Emergency Medical Transport (PEMT) program; and

WHEREAS, the First Amendment to the Contract, dated October 8, 2020, amended ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, to clearly delineate the percentage amount to be paid to the CONTRACTOR for the various PEMT program revenues received by the COUNTY, added ARTICLE 35 - E-VERIFY-EMPLOYMENT ELIGIBILITY in order to comply with F.S. 448.095, and amended EXHIBIT A to distinguish the various supplemental payment options relating to the PEMT program; and

WHEREAS, effective February 22, 2021, Public Consulting Group, Inc., changed their name to Public Consulting Group LLC; and

WHEREAS, Public Consulting Group LLC f/k/a Public Consulting Group, Inc., changed their address from 816 Congress Avenue, Suite 1110, Austin, TX 78701 to 148 State Street, 10th Floor, Boston, MA 02109; and

WHEREAS, the parties desire to exercise the first option for renewal of the Contract for the period August 20, 2022, through August 19, 2024 (final renewal); and

WHEREAS, Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance") was amended to comply with the requirements of the U.S. Federal Bureau of Investigation's Criminal Justice Information (CJI) Security Policy, which includes, but is not limited to, the addition of criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R -2015-0572; and

WHEREAS, the COUNTY has implemented a new insurance management system, and the parties desire to modify ARTICLE 15 - INSURANCE REQUIREMENTS to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage; and

WHEREAS, the COUNTY desires to revise ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS to revise the number of years records are to be maintained to five (5) years; and

WHEREAS, the parties desire to modify ARTICLE 32 - NOTICE, third paragraph, to address changes regarding the submittal of notices under this Contract.

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

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

"The CONTRACTOR shall commence services on August 20, 2019, and complete all services by August 19, 2024.

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

2. ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK is hereby amended to read as follows:

"The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance

with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy."

3. ARTICLE 15 - INSURANCE REQUIREMENTS is hereby amended as follows:

a. The first two paragraphs are hereby amended to read as follows:

"Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Senior Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain 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 applicable, coverage shall apply on a primary basis."

b. Paragraph F is hereby amended to read as follows:

“F. Certificates of Insurance: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 – DX
Duluth, GA 30096”

4. ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS is hereby amended to read as follows:

“The COUNTY shall have the right to request and review CONTRACTOR’s books and records to verify CONTRACTOR’s compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. 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 (COUNTY’s Custodian) or COUNTY’s representative/liaison, on

behalf of the COUNTY's Custodian, 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 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. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- 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/liaison, on behalf of the COUNTY's Custodian, 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 or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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."

5. ARTICLE 32 - NOTICE, third paragraph, is hereby amended to read as follows:

"With a copy to:

Marc Stauble, Health Practice Area Director
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109"

6. All other provisions of said Contract, dated August 20, 2019, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
7. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Execution of this Second Amendment to the Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Second Amendment to the Contract on the day and year above written.

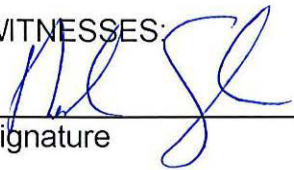
R2022 0375 APR 26 2022

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY SAMARA J. COOPER
ASSISTANT DIRECTOR OF PURCHASING



Samara J. Cooper, Assistant Director

WITNESSES:


Signature

Neal Carel
Name (type or print)


Signature

Ben Achilles
Name (type or print)

CONTRACTOR:

Public Consulting Group LLC
Company Name

BY: 
Signature

Marc Staublely
Typed Name

Health Practice Area Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
County Attorney