

CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	PSL Medical Provider, Inc. a/k/a Treasure Coast Medical Associates, Inc. (TCMA)		
Solicitation No./Event ID:	20190044		
Solicitation Title/Event Name:	On-Site Employee Medical Clinic		
Contract Award Date:	July 22, 2019		
Initial Current Contract Term:	October 1, 2019 – September 30, 2024		
Current Contract Expiration Date:	September 30, 2024		
Requested Contract Expiration Date:	September 30, 2024		
Initial Contract Amount:	\$1,563,640.00 Annually		
Current Contract Amended Amount:	\$1,633,373.40		
Requested Financial Change Amount:	ΨΟΣ, 7 33. ΤΟ		
New Contract Amount:	\$1,633,373.40		
Amendment No.:	1		
Amendment Type:	Terms Revision		

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. The following modifications to Section II, Notices, of the Contract are hereby incorporated:
 - City Contract Administrator: Remove reference to Lenora Sevillian as the City Contract Administrator. The City Contract Administrator will be the Assistant Procurement Director.
 - City Project Manager: Remove reference to Claudia McCaskill as the City Project Manager. The City Project Manager will be the Human Resources Manager, Benefits. The email address will be HRContracts@cityofpsl.com and the telephone number will be 772-344-4335.
- 2. The following modifications to Section V, Renewal Option, of the Contract are hereby incorporated:
 - The Contract allows for an option to renew for one (1) additional five (5) year period as appropriations allow in the budget. Renewals shall be based on mutual agreement between the City and the Consultant. All renewals must be offered in writing at least one hundred eighty (180) days prior to the termination of the Contract period.

NOTE: Consultant may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the contract period.

- 3. The following modifications to Section VI, Compensation, of the Contract are hereby incorporated:
 - Wages shall comply with the chart as indicated below, effective upon City Council approval:

		Avg.		<mark>Revised</mark>	
	Hrly	Wkly		Hrly Rate	New Annual
Position	Rate	Hrs	Annual Rate		Rate
Office Assistant	\$ 14.00	28	\$ 20,384.00	<mark>\$17.50</mark>	\$ 25,480.00
Office Assistant	\$ 14.00	40	\$ 29,120.00	<mark>\$17.50</mark>	\$ 36,400.00
Medical Assistant	\$ 18.40	34	\$ 32,531.20	<mark>\$24.00</mark>	\$ 42,432.00
Medical Assistant	\$ 19.28	40	\$ 40,102.40	<mark>\$25.50</mark>	\$ 53,040.00
Physician					
Assistant	\$ 60.00	40	\$ 124,800.00	<mark>\$69.00</mark>	\$ 143,520.00
Nurse					
Practitioner/Clinic					
Manager	\$ 68.00	40	\$ 141,440.00	<mark>\$75.00</mark>	\$ 156,000.00
5 .	d 422 00	40	d 200 042 00	4420 50	d 200 4 60 00
Doctor	\$ 138.90	40	\$ 288,912.00	\$139.50	\$ 290,160.00
		Total	\$ 677 <i>,</i> 289.60		\$747,032.00

- In addition to the above increases, Clinic Staff shall be eligible to receive the annual increase provided to all non-bargaining unit employees of the City of 2.5%, effective the first full pay period of July 2022.
- Further, Clinic Staff shall receive wage increases annually which shall comport with the increases provided to the non-bargaining unit employees of the City, as authorized by City Council annually.

- 4. The following modifications to Section VII, Work Changes, of the Contract are hereby incorporated:
 - The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is \$25,000.00 or more. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be paid at cost. No administration mark-ups will be paid. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be binding to all parties, final and conclusive.
- 5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Fill Legal Name:	PSL Medical Provider, Inc. a/k/a Treasure Coast Medical Associates, Inc. (TCMAi)
Authorized Signature:	
Printed Name and Title of Person Signing:	J. Michael Adelberg, MD, FAEP, President
Date:	
Company Address:	3405 NW Federal Highway, Jensen Beach, FL 34957

Authorized Signature:			
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement		
Date:			
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984		