

From: [Kimberly Sala](#)
To: [Jessica Heinz](#)
Cc: [Bryan Pankhurst](#); [Kristina Ciuperger](#); [Natalie Cabrera](#); [Russ Blackburn](#); [MaryAnn Verillo](#)
Subject: Revision to Item 7.b. on July 11th CC Agenda (Clinic Contract Amendment No. 1)
Date: Monday, July 11, 2022 12:31:58 PM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[Clinic Contract Amendment No. 1 - Final - Updated \(Legislative\) 7.11.22.docx](#)
[Clinic Contract Amendment No. 1 - Final - Updated \(Clean\) - 7.11.22.docx](#)
[image005.png](#)
Importance: High

Jessica:

Please replace the first attachment to the agenda item – Item 7.b. – which is the proposed contract Amendment with the attached “Clean” version. For ease, I have also attached a redline to depict what has been struck from the Amendment so that Council may review. Please note, the change made was to remove the language related to a 2.5% wage increase in July as that increase for civilian personnel has been implemented and would not be applicable to the Clinic staff. The language providing for future increases, that comport with those increases provided to civilian personnel, remains.

If you would please copy all on this thread when you provide the revision to Council that would be greatly appreciated! Please let me know if any additional information is required.

Thank you very much!
Kim

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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:	\$69,733.40
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:

Position	Hrly Rate	Avg. Wkly Hrs	Annual Rate	Revised Hrly Rate	New Annual Rate
Office Assistant	\$ 14.00	28	\$ 20,384.00	\$17.50	\$ 25,480.00
Office Assistant	\$ 14.00	40	\$ 29,120.00	\$17.50	\$ 36,400.00
Medical Assistant	\$ 18.40	34	\$ 32,531.20	\$24.00	\$ 42,432.00
Medical Assistant	\$ 19.28	40	\$ 40,102.40	\$25.50	\$ 53,040.00
Physician Assistant	\$ 60.00	40	\$ 124,800.00	\$69.00	\$ 143,520.00
Nurse Practitioner/Clinic Manager	\$ 68.00	40	\$ 141,440.00	\$75.00	\$ 156,000.00
Doctor	\$ 138.90	40	\$ 288,912.00	\$139.50	\$ 290,160.00
		Total	\$ 677,289.60		\$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~~In addition~~, 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 Full Legal Name: (PLEASE TYPE OR PRINT)	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

THE CITY OF PORT ST. LUCIE

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



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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.

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Printed Name and Title of Person Signing:	J. Michael Adelberg, MD, FAEP, President
Date:	
Company Address:	3405 NW Federal Highway, Jensen Beach, FL 34957

THE CITY OF PORT ST. LUCIE

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