

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 15, 2011

Consent Regular
 Public Hearing

Department

Submitted By: COUNTY ADMINISTRATION

Submitted For: OFFICE OF THE INSPECTOR GENERAL

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) An Interlocal Agreement (ILA) between the Health Care District (District) and Palm Beach County for the provision of Inspector General services at the District for the period January 1, 2012 through September 30, 2014; and

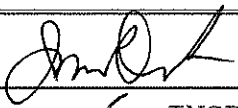
B) A budget amendment of \$255,089 in the Inspector General fund to reflect the initial year revenues from the District.

Summary: Under the ILA, the Office of Inspector General (OIG) will exercise the authority, functions and powers granted by the Office of Inspector General, Palm Beach County, Florida Ordinance (OIG Ordinance) for the District. The ILA will be in effect through September 30, 2014. The District will pay Palm Beach County \$255,089 for the nine (9) month period January 1, 2012 through September 30, 2012 with funding for future years to be budgeted in accordance with the OIG Ordinance. Countywide (LB)

Background and Justification: Authorized under Palm Beach County Ordinance 2009-0049, known as the IG Ordinance, the Inspector General has negotiated an agreement with the District to provide independent oversight of, and exercise authority, functions and powers set forth in the IG Ordinance for the benefit of the District. The District approved the ILA at the regularly scheduled Health Care District Board meeting on October 11, 2011.

Attachments:

- 1. Interlocal Agreement with Health Care District
- 2. Budget Amendment – Inspector General Fund

Recommended by:  11/08/2011
for INSPECTOR GENERAL DATE

Approved by: _____ N/A _____
DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

B. Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	\$255,089				
External Revenues	(\$255,089)				
Program Income (County)					
In-Kind Match (County)					

NET FISCAL IMPACT * -0-

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ___ No X

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___

Reporting Category ___

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

* The Health Care District will remit revenue to Palm Beach County – Office of Inspector General Fund to cover the additional budget.

C. Departmental Fiscal Review: Jeannine Damato

III. REVIEW COMMENTS

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

[Signature] 11/19/11
OFMB 11/19/11

[Signature] 11/19/11
Contract Dev. and Control

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made on _____, 2011, between the Health Care District of Palm Beach County (hereafter the "HCD"), an independent special district operating under authority of Chapter 2003-326, Laws of Florida and the Palm Beach County Charter, and the Office of Inspector General, Palm Beach County (hereafter the "Inspector General"), each a public agency within the meaning of Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Office of Inspector General, Palm Beach County, Florida Ordinance (hereafter the "Inspector General Ordinance") permits the Inspector General, subject to approval by the Board of County Commissioners, to negotiate agreements or memoranda of understanding with municipalities, special districts, and other public offices and entities, authorizing the Inspector General to exercise any and all authority, functions and powers set forth in the Inspector General Ordinance for the benefit of such public entity; and

WHEREAS, the HCD wishes to have the Inspector General exercise such authority, functions and powers for its benefit.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to have the Inspector General exercise the authority, functions and powers granted by the Inspector General Ordinance as to the HCD's operations.

Section 2. Effective Date and Term

- A. This Agreement shall take effect on January 1, 2012 and shall continue until September 30, 2012. The "first" year of the Agreement shall be in effect until September 30, 2012. Thereafter this Agreement will continue for two (2) additional years based upon the HCD's Fiscal Year of October 1st through September 30th.
- B. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. In the event this Agreement is terminated other than at the end of a HCD Fiscal Year, the fee paid by HCD shall be pro-rated for the current Fiscal Year, with the remaining amount to be returned to HCD within thirty (30) days of termination. Upon notice of termination by HCD, any ongoing HCD investigations being conducted by the Inspector General pursuant to this Agreement shall continue until completed at no additional cost to HCD.
- C. Although the Inspector General's authority as to the HCD shall not commence until the effective date of this Agreement, that authority shall not be limited to acts or events which occurred on or after that date as set forth in the Inspector General Ordinance.

Section 3. Responsibilities and Duties

- A. The Inspector General shall exercise any and all authority, functions and powers provided in the Palm Beach County Office of Inspector General Ordinance, as it may be amended from time to time. The Inspector General is considered “an appropriate local official” of the HCD for purposes of whistleblower protection provided by Section 112.3188(1), Florida Statutes.
- B. The HCD is aware that by entering into this Agreement, the Inspector General’s authority as set out in the Inspector General Ordinance will extend to all of the HCD’s contractors and their subcontractors and lower tier subcontractors, as well as any other person or entity doing business with the HCD or receiving HCD funds; that all records and documents in the possession of such persons or firms which may be relevant to or related to their dealings with the HCD shall be subject to inspection by the Inspector General; and that all such persons and all officials, employees, or agents of such firms may be required to provide statements to the Inspector General. To facilitate Inspector General access to these persons or firms and their records, the HCD agrees to use its best efforts add the following, or similar, language to all contracts it enters into after the effective date of this agreement:

“The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided

by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the HCD to be a material breach of this contract justifying its termination."

- C. With respect to any reports issued by the Inspector General, HCD shall have the same rights as the county or a municipality as set forth in section 2-427 of the Inspector General Code.

Section 4. Funding and Budgeting by Authority

- A. Initial (First Year) Funding

The HCD will pay Two Hundred Fifty Five Thousand Eighty Eight Dollars and Fifty Cents (\$255,088.50) as an initial amount of funds to the Inspector General for investigative, audit and contract oversight services to be performed under this Agreement through September 30, 2012, said payment to be made within ten (10) business days after receipt of an invoice from the Inspector General.

- B. Future Annual Funding

Annually thereafter during the term of this Agreement and any extensions thereto, the Inspector General will present to the HCD a proposed annual budget, based on the provisions of subsection (9) of Section 2-423 of the Inspector General Ordinance, for the Inspector General's services not later than May of the budget year prior to the proposed budget becoming effective. Once the Inspector General and the HCD have agreed to the proposed annual budget, the HCD shall fund this annual budget. This proposed budget shall be inclusive of the resources to be provided by the Inspector General through staff and any operating expenditures made

directly by the Inspector General in the furtherance of or pursuant to this Agreement. Beginning October 1, 2012, payments pursuant to this Agreement will be submitted annually to the Inspector General on October 1st of each year, based on invoices from the Inspector General received by HCD by September 20th of each year.

Section 5. Reporting

The Inspector General will provide copies of all final investigative, audit, and contract oversight reports to the HCD and will include its activities under this Agreement in the Inspector General annual written report.

Section 6. Privacy/Security/HIPAA/HITECH Compliance

The Inspector General and HCD acknowledge that certain provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §§ 1320d through d-8 (“HIPAA”), and certain provisions of Title XIII of the American Recovery and Reinvestment Act of 2009 (“ARRA”), also known as the Health Information Technology Economic and Clinical Health Act (“HITECH”), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, “HIPAA/HITECH”) may apply to the parties, and their relationship and operation under this Agreement. The Inspector General and HCD acknowledge that they have entered into, or will enter into, a Business Associate Agreement, attached hereto (Attachment I) and specifically incorporated herein, that satisfies the respective obligations of both parties under the applicable provisions of HIPAA/HITECH.

Section 7. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

County

HCD

Sheryl Steckler, Inspector General
P. O. Box 16568
West Palm Beach, FL 33416

Ronald J. Wiewora, M.D., MPH
Chief Executive Officer
Health Care District of Palm Beach County
2601 10th Avenue North
Palm Springs, FL 33461-3133

With copy to:

Margaret Lynch Hopkins, Esquire
Legal Counsel
Health Care District of Palm Beach County
2601 10th Avenue North
Palm Springs, FL 33461-3133

Section 8. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

Section 9. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 10. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 11. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

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 or 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.

Section 12. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 13. Equal Opportunity Provision

The Inspector General and the HCD agree that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or disability be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 14. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 15. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 16. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

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

By: _____
Clerk

By: _____
, Chair

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Sheryl Steckler, Inspector General

HEALTH CARE DISTRICT of
PALM BEACH COUNTY

By: _____
Clerk

By: _____
Jonathan R. Satter, Chair

By: _____
Ronald J. Wiewora, M.D., MPH
Chief Executive Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Margaret Lynch Hopkins, Esq.
Legal Counsel
Health Care District Palm Beach County

12-0179

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Fund 1483 PBC Office Of Inspector General Fund (IG)

BGRV 270 101911*22
BGEX 270 101911*126

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/19/11	REMAINING BALANCE
Revenues							
1483-270-2131-2920 Inspector General Fee	0	0	255,089	0	255,089		
TOTAL RECEIPTS & BALANCES	3,299,643	3,299,643	255,089	0	3,554,732		
Expenditures							
1483-270-2110-1201 Salaries & Wages Regular	565,000	565,000	177,000	0	742,000	13,116	728,885
1483-270-2110-2101 Fica-Taxes	35,030	35,030	10,974	0	46,004	798	45,206
1483-270-2110-2105 Fica-Medicare	8,193	8,193	2,567	0	10,760	187	10,573
1483-270-2110-2201 Retirement Contributions-FRS	30,115	30,115	9,434	0	39,549	534	39,015
1483-270-2110-2301 Insurance-Life & Health	75,000	75,000	40,000	0	115,000	788	114,212
1483-270-2100-5112 Telephone/Equipment Install	0	0	1,000	0	1,000	116	884
1483-270-2100-5101 Office Supplies	6,000	6,000	2,000	0	8,000	768	7,232
1483-270-2100-4101 Communication Services	1,000	1,000	500	0	1,500	0	1,500
1483-270-2100-5121 Data Processing Sftwre/Accessres	6,500	6,500	5,614	0	12,114	836	11,278
1483-270-2100-5111 Office Furniture & Equipment	3,000	3,000	6,000	0	9,000	163	8,837
TOTAL APPROPRIATIONS & EXPENDITURES	3,299,643	3,299,643	255,089	0	3,554,732		

Attachment #

Office of Inspector General

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Jan D... 11-1-11
John W... 11/9/11

AT MEETING OF
November 15, 2011
Deputy Clerk to the
Board of County Commissioners

SN 11/9/11