

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>340,000</u>	<u>340,000</u>	<u>340,000</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>340,000</u>	<u>340,000</u>	<u>340,000</u>	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.:

- Fund 1300 Dept 440 Unit Various Object Various (Fire Rescue, \$922,050)
- Fund 5011 Dept 700 Unit 7245 Object 5230 (Risk Mgmt, \$75,000)
- Fund 0001 Dept 660 Unit 8220 Object 5230 (Youth Affairs, \$2,250)
- Fund 0001 Dept 660 Unit 2230 Object 5230 (Animal Care & Control, \$18,000)
- Fund 1426 Dept 662 Unit 3290 Object 5230 (Victim Services, \$2,700)

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

Fire-Rescue is the primary user of this Agreement. The fiscal impact is the expenditure of the pharmaceutical supplies and medications, which are funded by the Fire-Rescue MSTU.

C. Departmental Fiscal Review: mutual mgt

III. REVIEW COMMENTS

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

<p><u>M. S. [Signature]</u> OFMB # 9/23 # 9/23</p>	<p><u>A. J. Jacobson</u> Contract Dev. and Control 9-25-13 [Signature]</p>
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B. Legal Sufficiency

[Signature]
Assistant County Attorney

C. Other Department Review:

Nancy L. Bolton
Department Director

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR PHARMACEUTICAL SUPPLIES AND MEDICATIONS (COUNTY # R2010-1929)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2013, by and between the Health Care District of Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter the "DISTRICT") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "COUNTY").

WITNESSETH

WHEREAS, the COUNTY and the DISTRICT entered into an Interlocal Agreement for Pharmaceutical Supplies and Medications dated November 16, 2010 (County #R2010-1929, the "Agreement"); and

WHEREAS, the Agreement is set to expire September 30, 2013; and

WHEREAS, the DISTRICT and the COUNTY desire to amend their Agreement to extend its term for an additional three year period.

NOW, THEREFORE, the DISTRICT and the COUNTY, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

1. The facts set forth above in the preamble to this First Amendment are true and correct and are hereby incorporated into this First Amendment.
2. The provisions of this First Amendment shall take effect on October 1, 2013.
3. **SECTION 3 ("Effective Date and term")** of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

"This Agreement shall be effective retroactively to October 1, 2010 and shall remain in effect through September 30, ~~2013~~2016. Either party may terminate this Agreement, with cause, at any time with sixty (60) days written notice."

4. **SECTION 6 ("Funding")** of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

"On a monthly basis, the DISTRICT will invoice the COUNTY for the pharmaceutical supplies and/or medications received by the COUNTY during the preceding month. For all pharmaceutical supplies and/or medications purchased and received by the COUNTY, the DISTRICT will charge the COUNTY at the actual cost paid by the DISTRICT for said pharmaceutical supplies and/or medications (inclusive of any freight, delivery or similar charges or costs, if any) plus an administrative handling fee of ~~\$5.00~~\$6.00 per requisition line item. The

DISTRICT shall direct the invoices to the attention of the appropriate COUNTY department representative. Invoices received from the DISTRICT will be reviewed and approved by the appropriate COUNTY representative within the Department receiving the pharmaceutical supplies and/or medications to verify that said pharmaceutical supplies and/or medications have been received in conformity with this Agreement. For the COUNTY's Fire-Rescue Department and Risk Management Department, the COUNTY representative to receive invoices shall be the applicable representative identified in Section 18. For other COUNTY Departments, the COUNTY representative to receive invoices shall be the applicable Department head or his designee. Approved invoices will be sent to the Finance Department for payment and must be paid to the DISTRICT within sixty (60) days thereafter. Payments made after the due date will be subject to a late fee in accordance with the Prompt Payment Act.

The total amount to be ordered by the COUNTY and delivered by the DISTRICT under this Agreement shall not exceed a total annual contract amount of ~~Five Hundred Nine Thousand Three Hundred Thirty Three Dollars (\$509,333)~~ Three Hundred Forty Thousand Dollars (\$340,000) inclusive of all charges for pharmaceutical supplies and/or medication and all administrative handling fees. The District shall notify the COUNTY'S contract representatives in writing when 90% of the not-to-exceed amount has been reached."

5. SECTION 16 ("HIPAA Compliance") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

Both parties acknowledge and agree that the DISTRICT and the COUNTY's including but not limited to its Fire-Rescue and Risk Management departments, include covered entity components subject to the Health Insurance Portability and Accountability Act ("HIPAA"), and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

6. SECTION 18 ("Contract Monitors/Representatives") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

The DISTRICT's representative and contract monitor during the performance of this Agreement is the Director of Pharmacy Services whose phone number is (561) 655-8100. The COUNTY's representatives and contract monitors during the performance of this Agreement are the ~~Division Chief of Rescure Operations~~ Fire Rescue Administrator for the Fire-Rescue department whose phone number is (561) 616-70091 and the Occupational Health Clinic Manager for the Risk Management department whose phone number is (561) 233-5450.

7. SECTION 24 ("Inspector General") of the Agreement is hereby replaced in its entirety as follows:

"Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the DISTRICT, its officers, agents, employees, students, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor."

8. Except as provided herein, all other terms and conditions of the Agreement shall remain in full effect; provided, however, that in the event of any conflict, inconsistency, or incongruity between the provisions of this First Amendment and the provisions of the Agreement, this First Amendment shall control.

9. Each party's performance and obligation to pay under the Agreement and this First Amendment is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year, and is subject to any budgetary limitations imposed by law.

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

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this First Amendment on the date first written above.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

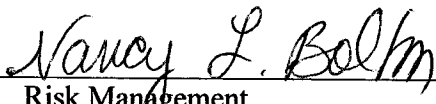
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

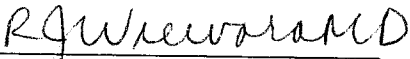
By: 
Fire-Rescue


**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Risk Management

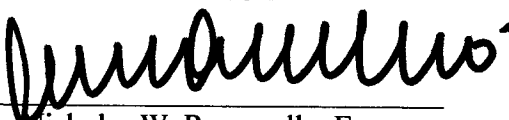
ATTEST:

**HEALTH CARE DISTRICT OF PALM BEACH
COUNTY, BY ITS BOARD OF COMMISSIONERS**

By: 
Ronald J. Wiewora
Chief Executive Officer

By: 
Carol A. Roberts, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Nicholas W. Romanello, Esq.
Health Care District Legal Counsel