

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>500,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>500,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Rev. Source 3103

Reporting Category _____

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

Source of funds is the Fire Rescue Main MSTU. The financial impact will be the annual expenditure of up to \$500,000 for professional services.

C. Departmental Fiscal Review: *my initial report*

III. REVIEW COMMENTS

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

 OFMB *VA* *8/25/11 PM* *8-25-11*

 Contract Dev. and Control *8/25/11*

B. Legal Sufficiency:

This amendment complies with our review requirements.

 Assistant County Attorney *8/29/11*

C. Other Department Review:

 Department Director

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



Palm Beach County Fire Rescue Wellness Steering Committee Meeting Minutes



Meeting Minutes *July 13, 2011*

Opening:

The regular meeting of the Wellness Steering Committee (Committee) was called to order at 11:00am on July 13, 2011 at Palm Beach County Fire Rescue Headquarters by Chief Steve Jerauld.

Present:

Steve Jerauld, Fire Chief

Ron Beesley, Deputy Chief, Operations

Paul Blockson, Division Chief, Administrative Services

Michael J. Mayo, President, Professional Firefighters/Paramedics of Palm Beach County, Inc., Local 2928

Ricky Grau, 1st Executive Vice-President, Professional Firefighters/Paramedics of Palm Beach County, Inc., Local 2928

Peter Murphy, DVP3, Professional Firefighters/Paramedics of Palm Beach County, Inc., Local 2928

Approval of Agenda

The agenda was unanimously approved as distributed.

Action Item Outcome

The Wellness Steering Committee (Committee) discussed the option to renew the term of the Professional Services Agreement with Hope Health & Wellness for the period October 1, 2011 through September 30, 2012, and voted unanimously in favor of renewing the term through September 30, 2012.

The Committee discussed the change in the Medical Review Officer (MRO) contemplated by Hope after the current MRO, Dr. Joseph Tomassino retired and was replaced by Dr. David R. Nahin, and voted unanimously in favor of Dr. David R. Nahin as the new MRO.

Agenda for Next Meeting

TBD

Adjournment:

Meeting was adjourned at 12:00pm by Chief Steve Jerauld. The time and location of the next general meeting will be scheduled at a later date.

Minutes submitted by:

Lauren Kurth, Wellness Coordinator

Approved by:

Steve Jerauld, Fire Chief

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN PALM BEACH COUNTY AND HOPE HEALTH AND WELLNESS, INC. (R2009-0127)

THIS SECOND AMENDMENT, dated _____, 2011, to Professional Services Agreement between Palm Beach County and Hope Health and Wellness, Inc., dated January 13, 2009, as amended, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and Hope Health and Wellness, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "PROVIDER"), whose federal I.D. is 65-0088713.

WITNESSETH:

WHEREAS, the parties have entered into that certain Professional Services Agreement (R2009-0127) dated January 13, 2009, as amended by the First Amendment to Professional Services Agreement (R2010-1064) dated June 29, 2010, hereinafter collectively referred to as the "AGREEMENT", whereby the PROVIDER has agreed to provide professional services in the area of occupational health and safety, as more specifically set forth in the Scope of Work detailed in Article 3 of the AGREEMENT, including but not limited to providing the delivery of medical physicals to Palm Beach County Fire-Rescue employees, providing for a "Fire Department Physician", providing for a Medical Review Officer (MRO), providing for professional medical staff, and providing for direction for the medical component of Palm Beach County Fire-Rescue's Wellness program; and

WHEREAS, the parties desire to renew the AGREEMENT for the period October 1, 2011 through and including September 30, 2012, as approved by the Wellness Steering Committee in accordance with Article 2 of the AGREEMENT; and

WHEREAS, the parties further desire to update certain provisions in the AGREEMENT.

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

1. The AGREEMENT is hereby renewed for an additional one year period commencing October 1, 2011, and shall remain in full force and effect up to and including September 30, 2012, unless sooner terminated or renewed as provided for in the AGREEMENT.
2. The AGREEMENT is hereby amended to replace Article 15 in its entirety to read as follows:

"Article 15 - Nondiscrimination

The PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, familial status, national origin, or ancestry; and that no person shall, based on any of these grounds, 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."

3. The AGREEMENT is hereby amended to replace Article 31 in its entirety to read as follows:

"Article 31 - Office of the Inspector General

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. To the extent permitted by law, 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 PROVIDER, its officers, agents, employees, 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."

4. All other provisions of the AGREEMENT are hereby confirmed and, except as specifically provided for herein, are not otherwise altered or amended and shall remain in full force and effect.

5. This Second Amendment to the AGREEMENT shall take effect on October 1, 2011.

IN WITNESS WHEREOF, PROVIDER and the COUNTY have made and executed this Second Amendment on the date first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

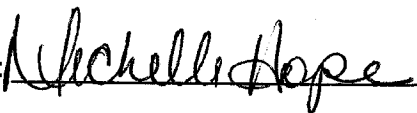
APPROVED AS TO TERMS AND
CONDITIONS

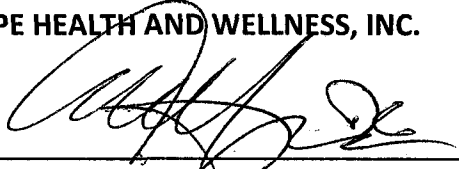
By: 
County Attorney

By: 
Fire-Rescue

WITNESS:

HOPE HEALTH AND WELLNESS, INC.

By: 

By: 
Andrew P. Hope, President

WITNESS:

By: 