

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><i>* See below</i></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

There is no fiscal impact with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

** No fiscal impact to the County.*

 OFMB *[Signature]* 5/4/10
4/30/10
5/12/10

 Contract Development and Control *[Signature]* 5/4/10

This amendment complies with our review requirements.

B. Legal Sufficiency:

 Assistant County Attorney *[Signature]* 5/6/10

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2004-0896, dated May 18, 2004, as amended by R2006-2224 (collectively referred to herein as the "Agreement") is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Wellington Regional Medical Center, a corporation licensed to do business in the State of Florida ("Hospital") with a federal tax id number of 23-2306491.

In consideration of the mutual promises contained herein, the County and Hospital agree as follows:

1. The term of the Agreement, expires on May 18, 2010, and shall be extended to May 18, 2013.
2. All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
3. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division a position with the title of 800 MHz System Administrator will be the Hospital's day to day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

4. Section 9.07 of the Agreement is deleted in its entirety and replaced with the following:

9.07 In the event that Hospital purchases Commercial General Liability insurance, the County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services and Security Division, 2633 Vista Parkway, West Palm Beach, FL 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

5. Section 9.09 of the Agreement is amended, as to the County address, to:

Palm Beach County Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach, FL 33411

6. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 14: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

800 MHZ System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Hospital:

Chief Executive Officer
Wellington Regional Medical Center
10101 Forest Hill Blvd.
Wellington, FL 33414

Chief Operating Officer
Wellington Regional Medical Center
10101 Forest Hill Blvd.
Wellington, FL 33414

7. The Agreement is hereby amended to add the following:

SECTION 24: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Hospital, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

8. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Assistant County Attorney

WITNESS:

Brenda Atkins
Witness Signature
Brenda Atkins
Print Witness Name

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Burt Aaronson, Chair

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operation

**WELLINGTON REGIONAL MEDICAL
CENTER**

By: Erik Olson
Print Name: Erik Olson
Print Title: COO



DATE: March 2, 2010
TO: UHS Employees
FROM: Frank Lopez, Group Vice President
SUBJECT: Wellington CEO Search

With the promotion of Kevin DiLallo to Group Vice President for Manatee Memorial Health System, a search for the CEO position at Wellington Regional Medical Center will begin effective immediately. Kevin will be missed at Wellington and leaves a strong legacy for his successor to follow.

In the interim, Erik Olson, Chief Operating Officer, will continue to oversee day to day operations. Erik is a very capable executive and has been involved with all initiatives that are currently underway. No loss of momentum is anticipated during this interim period. I will be available for any matters that require additional direction and support.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2010PRODUCER
MARSH USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

24348 -WELLI-GAWHP-10-11 WELLI AWG

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
WELLINGTON REGIONAL MEDICAL CENTER
C/O UHS OF DELAWARE, INC.
ATTN: MARGARET HILL
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406

INSURER A: ACE American Insurance Company

22667

INSURER B: Indemnity Ins Co Of North America

43575

INSURER C: Steadfast Insurance Company

26387

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08582476	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	HPC 596383802 (General Liability)	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 SIR 10 % of Limit \$ \$ \$
B A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C45710671 (AOS) WLR C45710683 (CA ONLY)	01/01/2010 01/01/2010	01/01/2011 01/01/2011	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

GENERAL LIABILITY: WELLINGTON REGIONAL MEDICAL CENTER IS SELF INSURED FOR \$3,000,000 EACH AND EVERY OCCURRENCE FOR 01/01/10 - 01/01/11
PALM BEACH COUNTY BOARD OF COUNTY COMMISSION IS INCLUDED AS AN ADDITIONAL INSURED ON THE EXCESS PORTION POLICY ONLY AS RESPECT PALM BEACH COUNTY 800 MHZ.

CERTIFICATE HOLDER

CLE-002553737-23

CANCELLATION

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSION
C/O DIRECTOR, FACILITIES
DEVELOPMENT AND OPERATIONS
2633 VISTA PARKWAY
WEST PALM BEACH, FL 33411SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary Radaszewski*Mary Radaszewski*

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.