Agenda Item #:



PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:June 4, 2013[X]Consent[]Regular[]Ordinance[]Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Third Amendment to the Agreement (R2004-0896) with Wellington Regional Medical Center, Inc. (Hospital) to extend the term of the Agreement to May 18, 2016.

Summary: The Agreement, which provides the terms and conditions under which the Hospital can program its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications, expired on May 18, 2013. The Agreement provides for three (3) renewal options, each for a period of three (3) years. Both parties must approve the renewal option. The Hospital has approved a retroactive renewal to extend the term of the Agreement to May 18, 2016. The renewal now requires Board approval. The terms of the Agreement are standard and have been offered to other hospitals and EMS providers. There are no charges associated with this Agreement. The Hospital is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. This Third Amendment retroactively renews the term, updates the attachment regarding the Public Safety Radio System policies and procedures, modifies the provision on access and programming codes, updates the procedures on utilization of the EMS talk groups, provides for the exclusion of third party beneficiaries. Other than the changes set forth herein all other terms and conditions remain the same. **(ESS) Countywide (JM)**

Background and Justification: On May 18, 2004, the Board approved the Agreement (R2004-0896) with Hospital for a period of three (3) years expiring on May 18, 2007. On October 17, 2006, (R2006-2224) the Board approved the First Amendment to the Agreement extending the term until May 18, 2010. On May 18, 2010, (R2010-0778) the Board approved the Second Amendment to the Agreement extending the term until May 18, 2013. There are no remaining renewal options.

Attachments:

Third Amendment

Recommended By:	Anny Work	5/3/13	
	Department Director	Date (
Approved By:	(Ander	5/24/2	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017	
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County						
NET FISCAL IMPACT	· · ·				· · · · · · · · · · · · · · · · · · ·	
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Curre	ent Budget:	Yes	No)		
Budget Account No: F		Dept m	Ur	iit	Object	_
B. Recommended Sou	rces of Fun	ds/Summa	ry of Fiscal	Impact:		
Th	ere is no fis	cal impact v	with this iten	n.		
C. Departmental Fisca	l Review: _	M	_ 5-	1 - 13		
	III. <u>REV</u>	IEW COM	<u>MENTS</u>			
A. OFMB Fiscal and/o	or Contract	$\frac{3}{1}$	ent Commen	De Dev	bour 512: Contro	-113
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В. <u>5/23</u>/B Assistant County Attomycy

C. Other Department Review:

Department Director

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

G\DCoffman\800 MHZ Agreements\Wellington Regional Medical Center\ bcc item. Wellington Regional 3rd Amend.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement R2004-0896, dated May 18, 2004 as amended by R2006-2224 and R2010-0778 (and 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, ("County") and Wellington Regional Medical Center, Inc., a Florida corporation ("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, 2013, and shall be retroactively extended to May 18, 2016, pursuant to the exercise of the third three (3) year renewal option.
- 2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
- 3. Attachment II and Attachment III are hereby deleted in their entirety.
- 4. Section 1.030 of the Agreement is deleted in its entirety and replaced with the following:

1.030 <u>System Administrator</u>: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

5. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Hospital's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.

6. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development.

Section 2.03 of the Agreement is modified by deleting the first sentence and replacing it with the following:

7.

The Hospital shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Hospital by the System Administrator.

8. Section 4.04 of the Agreement shall be deleted in its entirety and replaced with the following:

The Hospital shall receive certain access codes to the County's System to enable 4.04 the EMS and Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Hospital is responsible to safeguard the code information from release to unauthorized parties. Service staff directly employed by the Hospital shall be considered authorized to receive access and programming codes for the maintenance of the Hospital's radio equipment. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Hospital and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Hospital agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time. Service staff directly employed by the Hospital shall be considered authorized to receive access and programming codes for the maintenance of the Hospital's radio equipment. The Hospital shall immediately notify the System Administrator of any Hospital employee with access to the programming codes who has been terminated from Hospital employment or leaves the employment of the Hospital. Such notification shall include the stated reason for employment separation and any other information the Hospital believes necessary to safeguard the codes. The County reserves the right to request additional information regarding the separation and the Hospital is obligated to provide same upon request.

- 9. Section 4.05 of the Agreement is modified to replace the reference to "Palm Beach County Communications" with "Palm Beach County Electronic Services & Security Division".
- 10. Section 4.07 of the Agreement is modified by deleting the first sentence and replacing it with the following:

In the case of lost or stolen equipment, the Hospital will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. 11. Section 5.01 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

12. Section 6.03 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The Hospital shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

13. Section 6.04 of the Agreement is deleted in its entirety and replaced with the following:

6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures referenced on Attachment I, as may be amended and updated from time to time.

14. Section 7.011 of the Agreement shall be deleted in its entirety and replaced with the following:

7.011 Scenario Of Usage

1. A field unit requiring communications with a hospital will request for communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.

2. The Fire Rescue Dispatch Center will approve that the field unit change talk- groups to the requested Hospital talk-group.

3. The field unit will then switch to the appropriate talk-group.

4. At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

15. Section 7.012 of the Agreement shall be deleted in its entirety and replaced with the following:

7.012 Hospital Talk Groups and UHF MED Channels

1. Each Hospital will be assigned its own talk-group that will be available for incoming medical units to be able to communicate. This talk-group will be considered the Hospital's Main Talk-Group for EMS communications and will be shared with any other distant emergency room facility not directly attached to the main Hospital facility.

2. Each Hospital will also have access to an Intra-Hospital Talk-Group for communications between Hospitals (Hospital-Common). This talk-group may be used for secondary administrative communications between hospitals during declared emergencies and is not to be utilized for internal hospital communications.

3. Each Hospital retains the statutory requirement to have the ability to operate on the assigned UHF MED channels as assigned by the State of Florida, Department of Management Services. The foregoing requirement, while secondary to the County's EMS Communications Plan as referenced in Item 4 on Attachment I, supersedes any local communication requirement and must be installed and maintained.

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

9.07 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 & 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.

- 17. Section 11 of the Agreement is modified by replacing the reference to "three (3) year terms thereafter" with "three (3) additional terms of three (3) years each".
- 18. Section 11 of the Agreement is further modified by deleting the last sentence and replacing it with the following:

Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

19. Section 24 is hereby deleted and replaced with the following:

SECTION 24: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

20. The Agreement is hereby modified to add the following:

SECTION 25: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Hospital.

21. Except as modified by this Third Amendment and the previous amendments, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

(THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK)

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

ATTEST:

1....

SHARON R. BOCK CLERK & COMPTROLLER

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

By:

Deputy Clerk

By:

Steven L. Abrams, Chairman

APPROVED AS TO TERMS AND **CONDITIONS:**

MANN WOLF M By:

Audrey Wolf, Director Facilities Development & Operations

WELLINGTON REGIONAL MEDICAL CENTER, + nc By: Chi ficer Executive yerel T. Humphrey Print Name

Corporate Seal

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: fred Assistant County Attorney

WITNESS:

now iness Signature

Print Witness Name

itness Signature

brenda Atkins Print Witness Name

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Attachment I

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

June 2002

<u>Po</u>	licy / Procedure Title	Last Revision Date
1.	Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2.	Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3.	Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4.	Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5.	Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6.	Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventiona operation (O.P. # I-10)	l" Oct. 1, 2001
7.	Network Maintenance and Administration Plan	June 6, 2002

UNANIMOUS WRITTEN CONSENT OF THE

BOARD OF DIRECTORS

OF

WELLINGTON REGIONAL MEDICAL CENTER INCORPORATED

The undersigned being all of the Directors of Wellington Regional Medical Center Incorporated, a Florida corporation (the "Company") d/b/a Wellington Regional Medical Center (the "Facility"), hereby take the following actions by this written consent as if the same had been taken by a duly noticed and called meeting of the Board of Directors of the Company:

WHEREAS, that Jerel Humphrey, CEO of the Facility until April 15, 2013 was authorized to execute the Third Amendment to an Agreement dated May 18, 2004 which sets forth the parameters under which the Facility can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County's Radio System to receive the public safety benefit of EMS communications and interoperability with the County's agencies and other municipalities between the Company and Palm Beach County.

IN WITNESS WHEREOF, the undersigned Directors have signed this Consent as of this ^{20th} day of May, 2013.

Marvin Pember

Steve Filton

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Denise Coffman

From: Sent: To: Subject: Scott Marting Wednesday, April 24, 2013 3:15 PM Denise Coffman RE: indemnity

I know. No worries.

Have a great day!

From: Denise Coffman Sent: Wednesday, April 24, 2013 3:14 PM To: Scott Marting Subject: RE: indemnity

I was just kidding you. I agree.

From: Scott Marting Sent: Wednesday, April 24, 2013 2:59 PM To: Denise Coffman Subject: RE: indemnity

I think so. They have agreed to indemnify us contractually and we have enough e-mails from them basically stating that they agree to do so, they just have no policy to do it on. Since the contract is binding, I suggest you staple the e-mails to the COI you have and we move forward.

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From: Denise Coffman Sent: Wednesday, April 24, 2013 2:55 PM To: Scott Marting Subject: RE: indemnity

Really?????

From: Scott Marting Sent: Wednesday, April 24, 2013 2:54 PM To: Denise Coffman Subject: RE: indemnity

Good enough. We have other fish to fry!

From: Denise Coffman Sent: Wednesday, April 24, 2013 2:53 PM To: Scott Marting Subject: indemnity

Is already in the agreement

Denise Coffman

Business & Community Agreements Manager PBC Facilities Development & Operations Department 2633 Vista Parkway West Palm Beach, FL 33411-5603

, ¹

Direct Dial: 561-233-0220 Fax: 561-233-0206 Email:DCoffman@pbcgov.org

Denise Coffman

From: Sent: To: Cc: Subject: Atkins, Brenda [Brenda.Atkins@uhsinc.com] Wednesday, April 24, 2013 2:33 PM Denise Coffman Terry Hearn; Hill, Margaret RE: Wellington Regional Hospital 800 mHz Radio

Do you have a sample letter for indemnification?

From: Denise Coffman [mailto:dcoffman@pbcgov.org]
Sent: Wednesday, April 24, 2013 2:32 PM
To: Atkins, Brenda
Cc: Terry Hearn; Hill, Margaret
Subject: RE: Wellington Regional Hospital 800 mHz Radio

Our Risk Management Department is willing to accept a letter of indemnification.

From: Atkins, Brenda [<u>mailto:Brenda.Atkins@uhsinc.com</u>] Sent: Wednesday, April 24, 2013 1:33 PM To: Denise Coffman Cc: Terry Hearn; Hill, Margaret Subject: RE: Wellington Regional Hospital 800 mHz Radio

Denise,

We cannot provide you with the letter that you sent. Below are the reasons;

- There is no "policy" we are self insured.
- There is no "policy period"
- We cannot name people as "additional insured" because there is no paper policy to name them too. Perhaps we could recommend a letter of indemnification. Brenda

From: Denise Coffman [mailto:dcoffman@pbcgov.org] Sent: Wednesday, April 24, 2013 10:02 AM To: Atkins, Brenda Cc: Terry Hearn Subject: RE: Wellington Regional Hospital 800 mHz Radio

Hi Brenda

Sorry it took me a few days. Attached is a sample letter from Bethesda. Youwill need to amend the COI so it does not say we are only additional insured on excess. The letter and COI cannot conflict. So right now, you have the auto and W/C covered . So if you amend the COI and delete the exclusion language and then provide a letter or add a statement on the COI making us additional insureds, we will be good.

From: Atkins, Brenda [mailto:Brenda.Atkins@uhsinc.com] Sent: Monday, April 22, 2013 10:04 AM To: Denise Coffman Cc: Terry Hearn Subject: RE: Wellington Regional Hospital 800 mHz Radio

Denise,

Could you by chance provide me with a sample letter that would be acceptable to the county. I will then run that by the insurance department. Brenda

From: Denise Coffman [<u>mailto:dcoffman@pbcgov.org</u>] Sent: Monday, April 22, 2013 8:12 AM To: Atkins, Brenda Cc: Terry Hearn Subject: RE: Wellington Regional Hospital 800 mHz Radio

I think the other option is to do a letter which says we are an additional insured for liability on your self insurance fund. I have seen that done by a hospital. I had Risk Management review the COI last week (which I routinely do) and Risk Management pointed out the issue. So, we will have to find a solution because the county will not approve it unless the insurance is approved.

From: Atkins, Brenda [<u>mailto:Brenda.Atkins@uhsinc.com</u>] Sent: Sunday, April 21, 2013 6:22 AM To: Denise Coffman Cc: Terry Hearn Subject: RE: Wellington Regional Hospital 800 mHz Radio

Denise,

I will ask, but routinely because we are self insured that is not a possiblity. That is why the COI says what it says in the comment. The last time I discussed this the county, the COI you have was the compromise.

However, I have reached out to the corporate office to see if things have changed. Brenda

From: Denise Coffman [dcoffman@pbcgov.org] Sent: Thursday, April 18, 2013 3:31 PM To: Atkins, Brenda Cc: Terry Hearn Subject: RE: Wellington Regional Hospital 800 mHz Radio

Hi Brenda

We have a bit of a snag because the self insured insurance certificate in the notes section needs to include Palm Beach County as an additional insured on the self insurance plan in accordance to this agreement, and this certificate specifically excludes us so we have no liability coverage – or I should say a gap in coverage. Risk Management is not approving it. Can you get me a revision? Here is the certificate .

From: Atkins, Brenda [mailto:Brenda.Atkins@uhsinc.com] Sent: Friday, April 12, 2013 2:56 PM To: Denise Coffman Subject: RE: Wellington Regional Hospital 800 mHz Radio

Denise, I would like to overnight you the agreements. Could you please provide an address. Brenda

From: Denise Coffman [mailto:dcoffman@pbcgov.org] Sent: Thursday, March 21, 2013 4:01 PM To: Atkins, Brenda Subject: RE: Wellington Regional Hospital 800 mHz Radio

Brenda:

Attached is the Amendment to Agreement to extend the term of the 800 MHz agreement to May 2016. If it meets with your approval, I need three executed original agreements. Please note that there are two witness lines and a place for the seal. A seal is not required if you do not have one. However, the witnesses are required. Please DO NOT DATE THE AGREEMENTS as they will be dated when the Board of County Commissioners approves the agreement. At that point, I will return one fully executed original to you.

I do have current insurance certificates from Wellington. Thank you for keeping up with that requirement. Please let me know if need something changed or if you believe there is an error. Please feel free to contact me with any questions or concerns.

Thank you very much.

From: Atkins, Brenda [<u>mailto:Brenda.Atkins@uhsinc.com</u>] Sent: Wednesday, March 20, 2013 1:34 PM To: Denise Coffman Subject: RE: 800 mHz Radio

It worked. I will be more than happy to assist. Thank you

From: Denise Coffman [mailto:dcoffman@pbcgov.org] Sent: Wednesday, March 20, 2013 1:30 PM To: Atkins, Brenda Subject: RE: 800 mHz Radio

Thank you Brenda. Provided this works, I will be sending the updated agreement. Please feel free to let me know if anything needs changing or correcting.

From: Atkins, Brenda [<u>mailto:Brenda.Atkins@uhsinc.com</u>] Sent: Wednesday, March 20, 2013 1:27 PM To: Denise Coffman Subject: 800 mHz Radio

As requested.

Brenda Atkins Director Risk Management Wellington Regional Medical Center 10101 Forest Hill Blvd Wellington, FL 33414 561-798-8681 Fx 561-472-2516

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