


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **AUG 03 2001**
HEARING DATE: **AUG 21 2001**

 TO: Honorable Board of Supervisors
FROM: Timothy B. McMurdo, Director, Hospital & Clinics Division
SUBJECT: Amendment to the Agreement with COHR Masterplan

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with COHR Masterplan.

Background

The Hospital and Clinics Division has been using outside biomedical engineering services for maintenance and repair of patient care and non-patient care medical equipment for the past 20 years. The division has contracted with COHR Masterplan, selected through a Request for Purchase (RFP) process, since 1994.

COHR's program includes: a certified biomedical technician on site five days a week; a biomedical engineering manager on site one to three days per week; preventive maintenance and tracking of the division's equipment inventory; inservice training for hospital and medical staff; consultation and technical assistance with equipment problems; documentation of maintenance of all equipment for Joint Commission and state requirements; and annual safety performance inspections.

Discussion

A workgroup was created in March 2001 to develop an RFP for Biomedical Services. The group's goal is to consolidate all equipment service maintenance such as Cudia & Associates, Ohmeda, Philips, General Electric, Acuson, Abbot and part of Agilent, into one contract to enhance saving opportunities. An RFP was developed and sent to seven vendors in April 2001. All seven vendors responded to the RFP. Due to the complexity of the imaging equipment and the cost associated with maintenance of this equipment, further data and analysis are required to ensure that vendors' proposals equal or better current coverage for this very expensive equipment. Consequently, we have requested and received an extension of the proposals from the seven vendors. A scope of work in the new agreement will parallel current equipment service maintenance provided to San Mateo County General Hospital (SMCGH).

Equipment repair and maintenance are essential to SMCGH's day-to-day operation. Extending the agreement for six months will allow a continuity of service while evaluating the best possible proposal for a contract that will incorporate all of the Hospital's equipment maintenance into a single contract.

COHR Masterplan's benefits currently do not extend to domestic partners. COHR's benefits to domestic partners will be implemented in January 2002. Their current benefits provider contract expires December 31, 2001.

Term and Fiscal Impact

This amendment extends the agreement term six months, from June 30, 2001 to December 31, 2001; making the full term of the agreement July 1, 2000 through December 31, 2001. This amendment also increases the maximum amount by \$82,656 from \$165,312 to \$247,968. Consistent with the FY 2001-02 adopted budget, it is estimated that \$27,029 (32.7%) is the net county cost for FY 2001-02. Funds are included in the Hospital and Clinics FY 2001-2002 adopted budget. This agreement is listed on the Health Services continuing resolution, which was approved by your Board on June 26, 2001.

RECOMMENDED


HEALTH SERVICES

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE
AGREEMENT WITH COHR MASTERPLAN

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Amendment to an Agreement, reference to which is hereby made for further particulars, whereby COHR Masterplan shall provide a biomedical maintenance program to the Division of Hospital and Clinics; and

WHEREAS, this Board has been presented with a form of the Amendment to the Agreement and has examined and approved it as to both form and content and desires to enter into the Amendment to the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board hereby authorizes the President of this Board of Supervisors to execute said Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AMENDMENT TO THE AGREEMENT
WITH COHR MASTERPLAN

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and COHR MASTERPLAN (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on October 3, 2000, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS (\$247,968) for the contract term.”

2. Section 6, Non-Discrimination, is hereby amended to read as follows:

“6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other

entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

3. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2000 through December 31, 2001. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.


NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of October 3, 2000, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

COHR MASTERPLAN

By: _____
Michael D. Nevin
President, Board of Supervisors

By:  _____

Date: _____

Date: 06/08/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

**COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION**

MEMORANDUM

July 9, 2000

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Tere Larcina, Hospital & Clinics
PONY # HOS316MM Fax: 573-2267

SUBJECT: Contract Insurance Approval

CONTRACTOR: COHR Masterplan Biomedical Engineering

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: More than one

DUTIES (SPECIFIC): Contractor will provide biomedical engineering services for maintenance and repair of patient care and non-patient care medical equipment.

COVERAGE:

Comprehensive General Liability:
Motor Vehicle Liability:
Professional Liability:
Worker's Compensation:

\$ 1 million
\$ —
\$ —
\$ Statutory

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

Priscilla Merse

SIGNATURE

CERTIFICATE OF INSURANCE

CERTIFICATE

0006001

PRODUCER

Marsh Risk & Insurance Serv
777 South Figueroa Street
Los Angeles, CA 90017-5822

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT ALTER THE RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED BY THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A LUMBERMENS MUTUAL CASUALTY

COMPANY
B AMERICAN HOME ASSURANCE CO

COMPANY
C

COMPANY
D

Martha Diaz 213 624-5555

INSURED

COHR, INC., DBA: MASTERPLAN
21540 Plummer Street
Chatsworth, CA 91311-4103

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	9AA05008000	10/01/00	10/01/01	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 5,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 5,000,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC1027680 - AOS	3/31/00	3/31/01	WC STATUTORY LIMITS
	EL EACH ACCIDENT \$ 1,000,000				
	EL DISEASE - POLICY LIMIT \$ 1,000,000				
	EL DISEASE - EA EMPLOYEE \$ 1,000,000				
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Evidence of Coverage

CERTIFICATE HOLDER

San Mateo Co. General Hospital
Tere Larcina
222 W. 39th Avenue
San Mateo, CA 94403

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDORSE TO MAIL 30 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENT OR REPRESENTATIVES.

Marsh Risk & Insurance Serv
BY:

Reba L. Somari

JHMMT (2-98)

VALID AS ISSUED

(* 10 DAYS FOR NON-PAYMENT)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/18/02

PRODUCER
 USI of Southern California
 Lic# 0351162 *** 818-906-3350
 PO Box 9004
 Van Nuys, CA 91409

THIS CERTIFICATE 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.

INSURERS AFFORDING COVERAGE

INSURED
 Cohr, Inc. DBA: Masterplan
 21540 Plummer Street
 Chatsworth, CA 91311-4103

INSURER A: Argonaut Insurance Co.
 INSURER B:
 INSURER C:
 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, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT (Ea accident) \$ 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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC20634115679	05/15/01	05/15/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

This certificate is issued as a matter of evidence. 10 days notice cancellation for non-payment of premium.

CERTIFICATE HOLDER: N ADDITIONAL INSURED: INSURER LETTER:

County of San Mateo
 Attn: Tere Larcina
 222 W. 39th Avenue
 San Mateo, CA 94403

CANCELLATION

SHOULD 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 WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dustin Ruvolo

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: MASTERPLAN
Contact Person: ELOISA ABRQUES
Address: 21540 PLUMMER STREET
CHETSWORTH CA. 91311
Phone Number: (818) 773 2647 Fax Number:

II Employees

Does the Contractor have any employees? X Yes ___ No
Does the Contractor provide benefits to spouses of employees? X Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits...
Yes, the Contractor complies by offering a cash equivalent payment...
[X] No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement...

Note: Masterplan will be adding this coverage as of January 1-02

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 14 day of June, 2001 at Hayward, CA (City) (State)

Signature
Vice President
Title

Sean Dixon
Name (Please Print)
95-4752572
Contractor Tax Identification Number

WAIVER REQUEST MEMO
Template

Date: June 14, 2001

To: John Maltbie, County Manager

From: Timothy B. McMurdo, Director, Hospital & Clinics Division

Subject: Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance to amend a contract with Cohr Masterplan for maintenance and repair of patient care and non-patient care medical equipment.

This waiver is necessary and in the best interest of the county for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

Equipment repair and maintenance are essential to San Mateo County General Hospital's day-to-day operation. Extending the agreement for six months will allow a continuity of service while evaluating the best possible proposal for a contract that will incorporate all of the Hospital's equipment maintenance into a single contract.

* Cohr Masterplan's benefits currently do not extend to domestic partners. Cohr's benefits to domestic partners will be implemented in January 2002. Their current benefits provider contract expires December 31, 2001.

- Approved
- Not Approved

*Pls add language indicated by * in board memo*

Tim Hamring

Signing Authority

6-27-01

Date