

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: JUL 12 2001

HEARING DATE: JUL 31 2001



TO: Honorable Board of Supervisors
FROM: Timothy B. McMurdo, Director, Hospital & Clinics Division
SUBJECT: Resolution Waiving the Request for Proposals (RFP) Process and Authorizing the President of the Board to Execute an Amendment to the Agreement with Laidlaw Transit Service, dba Industrial Passenger Service

RECOMMENDATION

Adopt a resolution waiving the Request for Proposals (RFP) process and authorizing the President of the Board to execute an amendment to the agreement with Laidlaw Transit Service, dba Industrial Passenger Service.

Background

In November 1997, the Federal Bureau of Primary Health Care (BPHC) designated Health Services as an emergency interim grantee to assure the continued availability of primary care services in the service area formerly served by Drew Health Foundation. As a grant condition, BPHC required the County to develop transportation options to ensure patients living in East Palo Alto maintain health care access. The Bureau suggested a shuttle that would start in East Palo Alto and make stops at the Willow Clinic and Stanford Health Services.

At the time, Stanford already had a program in place to transport patients between the Willow Clinic and Stanford and Packard clinics, using Laidlaw Transit Service, dba Industrial Passenger Service. Stanford and Laidlaw agreed to expand the transportation program to meet the County's needs by including a stop in East Palo Alto and adopting an expanded schedule. By expanding an existing program, the County has benefited from the discounted rates arranged with Stanford, while Stanford has continued to supervise the overall program, including the expanded service, at no cost to the County. Therefore, a request was made to waive the Request for Proposals process and enter into a contract with Laidlaw Transit Service.

Discussion

In March 1999, Health Services applied to the BPHC to be the permanent grantee until a new non-profit organization assumes responsibility for the project. The grant was awarded to the County in November 1999. A waiver of the RFP process and approval of this agreement will ensure continued transportation services while the County serves as grantee.


The new non-profit organization has received its 501 (c) 3 designation and began providing adult, pediatric, and OB/GYN primary care services in East Palo Alto on April 5, 2001. The County is in the process of transferring all responsibility (including transportation services) to the South County Community Health Center by December 1, 2001. Therefore we are requesting a waiver of the bid process and an amendment to the existing agreement for an additional five months through November 30, 2001 when the transfer occurs. The County will terminate this service at that time. In addition, this amendment increases the maximum amount of the agreement by \$69,636 to pay for services through November 30, 2001 and incorporates the County's non-discrimination language.

County Counsel and Risk Management have approved this agreement.

Term and Fiscal Impact

This amendment extends the term of this agreement by five months, making the new term of the Agreement July 1, 2000 through November 30, 2001 and increases the maximum amount of the agreement by \$69,636, from \$161,364 to \$231,000. These services are paid for through the 330 grant. There is no net county cost.

RECOMMENDED


HEALTH SERVICES

RESOLUTION NO. _____

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

* * * * *

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING EXECUTION OF AMENDMENT TO AN AGREEMENT WITH LAIDLAW TRANSIT SERVICE, DBA INDUSTRIAL PASSENGER SERVICE

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

WHEREAS, Ordinance Code Section 2.92.050 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the county could be served without the necessity of proposals; and

WHEREAS, the Hospital and Clinics Director has asked the Board to waive the Request for Proposals requirements for the provision of transportation services in the Palo Alto, Willow Clinic, and Stanford Health Services areas; and

WHEREAS, this Board has determined that the best interest of the county would be served by waiving the Request for Proposals process in that Laidlaw Transit Service already operates a transportation program in the same service area for Stanford Health Services and can provide discounted rates to the county; and

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 Laidlaw Transit Service, dba Industrial Passenger Service shall provide transportation services in the East Palo Alto, Willow Clinic, and Stanford areas; and

WHEREAS, this Board has been presented with a form of the Amendment to an 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 Request for Proposals process is waived, and 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 LAIDLAW TRANSIT SERVICES, INC.
DBA
INDUSTRIAL PASSENGER SERVICE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and LAIDLAW TRANSIT SERVICES, INC. DBA INDUSTRIAL PASSENGER SERVICE, a California Corporation, (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 THIRTY-ONE THOUSAND DOLLARS (\$231,000) 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 November 30, 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.”

4. Schedule B, Payments, I. Rate Schedule, is hereby amended to read as follows:

“I. Rate Schedule:

In consideration of the services described in Schedule A, County shall reimburse Contractor as follows:

a. For the period July 1, 2000 through June 30, 2001

Fees of Consultant, driver, bus, insurance, fuel, bus maintenance, all other costs of operation, fringe benefits attributable to payroll, overhead, and profit (driver and van inclusive).	\$35.00/hour
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b. For the period July 1, 2001 through November 30, 2001

Fees of Consultant, driver, bus, insurance, fuel, bus maintenance, all other costs of operation, fringe benefits attributable to payroll, overhead, and profit (driver and van inclusive).	\$36.25/hour
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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

LIDLAW TRANSIT SERVICE, INC.
DBA INDUSTRIAL PASSENGER SERVICE

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

By:  _____

Date: _____

Date: 6/11/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Laidlaw Transit Services, Inc.
Contact Person: Beverly Edwards
Address: 2581 Washington Road, Suite 223
Pittsburgh, PA 15241
Phone Number: 412-833-1300 Fax Number: 412-833-4518

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)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

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 20th day of June, 2001 at Pittsburgh, Pennsylvania
(City) (State)

Beverly Edwards
Signature

Beverly A. Edwards
Name (Please Print)

Vice-President
Title

59-2364035
Contractor Tax Identification Number

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

September 20, 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: Laidlaw Transit Services, Inc.

DO THEY TRAVEL: Yes

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor will provide non-emergency transportation services.

COVERAGE:

Comprehensive General Liability:	\$ 5,000,000
Motor Vehicle Liability:	\$ 5,000,000
Professional Liability:	\$ _____
Worker's Compensation:	\$ Statutory

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

INSR MC
SACAT23

DATE (MM/DD/YY)
09/06/00

PRODUCER
MIMS INTERNATIONAL, LTD.
901 DULANEY VALLEY RD # 610
TOWSON MD 21204
Phone: 410-296-1500 Fax: 410-296-1741

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
LAIDLAW TRANSIT SERVICES, INC.
1540 South 7th Street
San Jose CA 95112

INSURER A: AMERICAN HOME ASSURANCE CO
INSURER B: ACE AMERICAN INSURANCE CO.
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 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL1737645	09/01/00	09/01/01	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 5,000,000
A	AUTOMOBILE LIABILITY	RMCA5273335	09/01/00	09/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY	XOOG2058110-4	09/01/01	09/01/01	EACH OCCURRENCE \$ 7,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 7,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RMWC4066568	09/01/00	09/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input checked="" type="checkbox"/> RETENTION \$ 0				E.L. EACH ACCIDENT \$ 5,000,000
	OTHER				E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
COUNTY OF SAN MATEO IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COUNTY OF SAN MATEO HEALTH SERVICES AGENCY ATTN: TERE LARCINA 222 39TH AVENUE SAN MATEO, CA 94403	SANMAT9	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 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. FELICIA M. BUSCEMI <i>Felicia M. Buscemi</i> ACORD CORPORATION 1988