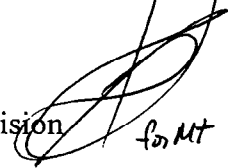


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: OCT 24 2001
HEARING DATE NOV 6 2001

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Interim Director, Hospital and Clinics Division
SUBJECT: Amendment to the Agreement with InfoImage, Inc.



Handwritten signature of Margaret Taylor, with the initials "MT" written below it.

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with InfoImage, Inc.

Background

San Mateo County has been contracting with InfoImage, Inc. since 1996 to 2001 to provide laser printing, mailing, and programming services at different rates through three individual contracts with Mental Health, Environmental Health and Hospital and Clinics Divisions.

On November 30, 2000, the Purchasing Agent approved an agreement with InfoImage to provide laser printing, mailing, and programming services to Hospital and Clinics. The term of the agreement was November 1, 2000 through June 30, 2001. The maximum amount of the agreement was \$80,000.

Discussion

Health Services was delayed in conducting the formal RFP process for these services, which should have taken place before the close of FY2000-01. The Business Office's patient billing function accounts for a majority of the services provided by InfoImage. Specifications for the Business Office's needs had to be developed to address the department's new requirements. The Business Office was without a Business Office Manager until May 13, 2001. After a new Business Manager was hired, he conducted a needs assessment in order to determine specifications reflecting the Business Office's needs to include in the RFP requirements.

Health Services is currently conducting a formal RFP process for these services. It is anticipated that this RFP will be completed this month and a contract brought to your Board by the end of December 2001.

Health Services' goal is to work with the Purchasing Department to consolidated the three separate agreements into a single agreement. Currently each division contracting with InfoImage is paying a different rate for basic services and postage. The new agreement will allow Health Services to take advantage of volume discounts and provide consistent prices for the services rendered. Those services include billing and mailing of invoices from San Mateo County General Hospital (SMGH), from Environmental Health and Mental Health. Each division has separate billing specifications because of the nature of the services that are being billed. SMGH bills for inpatient and outpatient services, Environmental Health bills for inspection fees and licenses, and Mental Health sends bills to clients as outpatient billing.

It is necessary to extend the agreement and increase the maximum in order to pay for the services provided until the RFP is completed and a new agreement is awarded.

Term and Fiscal Impact

The term of the agreement is extended by six months making the new term of the agreement November 1, 2000 to December 31, 2001. The maximum amount of the agreement is increased from \$80,000 to \$160,000.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT
TO AN AGREEMENT WITH INFOIMAGE, INC.

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 InfoImage, Inc. shall provide laser printing, mailing, and programming services to San Mateo County 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 INFOIMAGE, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and INFOIMAGE, INC., a California Corporation, (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on November 30, 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. Paragraph 2, Contract Term, of the Original Agreement is hereby amended to read as follows:

“2. Contract Term Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from November 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.”

2. Paragraph 3, Payments, of the Original Agreement is hereby amended to read as follows:

“3. Payments

A. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) for the contract term.”

3. Section 12, Non-Discrimination, is hereby amended to read as follows:

“12. 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 contractor 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.

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 November 30, 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

INFOIMAGE, INC.

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

By:  _____

Date: _____

Date: 10/15/01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Howard Lee
Name of 504 Person - Type or Print

<u>InfoImage</u> Name of Contractor(s) - Type or Print	<u>423 Grandview Drive</u> Street Address or PO Box
<u>South San Francisco</u> City	<u>CA</u> <u>94080</u> State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

10/15/01 [Signature]
Date Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: InfoIMAGE Inc.
Contact Person: Bea Chew
Address: 423 Grandview Drive
South San Francisco, CA 94080
Phone Number: (650)635-0488 Fax Number: (650) 866-3866

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? 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, 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 20 day of August, 2001 at South San Francisco California
(City) (State)



Signature

Rose Lee-Yuen

Name (Please Print)

Vice President
Title

94 3001954
Contractor Tax Identification Number

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: October 2, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/ Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: InfoImage, Inc.

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): This is an amendment to an agreement wherein contractor provides laser printing, mailing and programming services for San Mateo County.

<u>COVERAGE</u> :	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$ <u>Low</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability:	<u>None</u>	<u>✓</u>	<u>✓</u>	<u>_____</u>
Professional Liability:	<u>_____</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Worker's Compensation:	<u>Statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2001

PRODUCER
Anagnostou Insurance Agency
2317 Broadway Suite 100
Redwood City, CA 94063
(650)599-9871

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 InfoImage Inc.

423 Grandview Drive
So San Francisco, CA 94080
(650)635-0488

INSURER A: Mid-Century Insurance Exchange
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 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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	60188 95 28	10-04-01	10-04-02	EACH OCCURRENCE \$2,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$4,000,000
					PRODUCTS - COMPROP AGG \$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60188 95 28	10-04-01	10-04-02	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
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A1910 63 58	01/01/01	01/01/02	<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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo County Health Services
Peter Tocchini
455 County Center 5th Floor
Redwood City CA 94063-1663

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.

AUTHORIZED REPRESENTATIVE

San Anagnostou